

MEMORANDUM

Agenda Item No. 8(F)(4)

TO: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 15, 2020

FROM: Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Resolution approving, pursuant to section 125.031, Florida Statutes, the terms of a sublease agreement between Gardens and Storage, LLC, a Florida limited liability company, as sublandlord, and Miami-Dade County, as subtenant, for premises located at 17988 NW 27 Avenue, Suite 100, Miami Gardens, Florida, to be utilized by Miami-Dade County as a district office for the County Commissioner for District 1, Oliver G. Gilbert, III, for an initial four-year term, with four, four-year options to renew, with a total fiscal impact to the County estimated to be \$322,499.28 for the initial term, and a cumulative value estimated to be \$1,765,505.77 should the County exercise the four, four-year option to renew terms; and authorizing the County Mayor to execute the sublease, exercise all rights conferred therein, and to take all actions to effectuate same

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Oliver G. Gilbert, III.



Geri Bonzon-Keenan
Successor County Attorney

GBK/smm

Date: December 15, 2020

To: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor



Subject: Sublease Agreement between Miami-Dade County and Garden and Storage, LLC, for Property Located at 17988 NW 27 Avenue, Miami Gardens, Florida
Lease No.: 34-2909-001-0010-L01

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize execution of the Office Sublease (Sublease) between Miami-Dade County (County) and Gardens and Storage, LLC, a Florida Limited Liability Company (Sublandlord), for the use of property located at 17988 NW 27 Avenue, Suite 100, Miami Gardens, Florida (Premises). The County will sublease the Premises to serve as the district office for County Commission District 1 Commissioner Oliver G. Gilbert, III. More specifically, this resolution does the following:

- Authorizes the sublease of approximately 3,411 rentable square feet of air-conditioned office space, together with three reserved parking spaces; and
- Authorizes a sublease term of four years, with four, four-year options to renew.

Scope

The Premises is located in Commission District 1, which is represented by Commissioner Oliver G. Gilbert, III. Written notice of the Sublease was provided to the District Commissioner.

Fiscal Impact/Funding Source

The fiscal impact to the County for the first year of the Sublease term is estimated to be \$129,883.52, which is comprised of base rent in the amount of \$57,031.92 (approximately \$16.72 per square foot), a lease management fee in the amount of \$2,851.60 (five percent of the base rent) to be paid to the Internal Services Department, and a one-time payment by the County in the amount of \$70,000.00 for improvements to be made by the Sublandlord. The base rent shall increase by three and one half percent per year throughout the term, including the four, four-year options to renew. In addition to these amounts, the County will be responsible for the cost of janitorial services, water, pest control, telecommunications and internet service, installation and maintenance of security systems, and electricity for the Premises. The Sublandlord will be responsible for the establishment of utility connections, common area maintenance, real estate taxes, and insurance. The funding source is the General Fund.

Should the County exercise all four of the four-year options to renew, the fiscal impact will be approximately \$1,765,505.77, inclusive of base rent, lease management fees, and the County's one-time contribution for improvements.

The Internal Services Department has conducted an in-house survey of the comparable rental values in the area of the property to determine the subject property's market rental value. The findings are provided below.

17560 NW 27 Avenue, Miami Gardens, Florida - \$22 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.

17325 NW 27 Avenue, 2 Floor, Miami Gardens, Florida - \$20 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.

17325 NW 27 Avenue, 1 Floor, Miami Gardens, Florida - \$24 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.

Track Record/Monitor

The County has no record of negative performance issues with the Landlord. Juliette Robinson Trotman of the Internal Services Department is the Lease Monitor.

The Sublandlord's principals are Alan Lipton, Manager; Yoram Izhak, Manager; and Sender Shub, Manager.

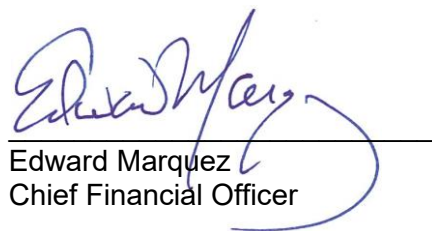
Delegated Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Sublease, to exercise all other rights conferred therein, and to take all actions to effectuate same.

Background

The County is entering into the Sublease for the purpose of providing a district office for Commissioner Oliver G. Gilbert, III, who began his term as the District 1 Commissioner in November 2020. The district office is necessary in order to serve and respond to the needs of constituents and the various communities within District 1. The Internal Services Department negotiated and drafted the Sublease for the Premises on behalf of the District Commissioner's Office.

Pursuant to the terms of the Sublease, the County shall have the right at any time, without cause, to terminate the Sublease by giving the Sublandlord at least 60 calendar days' written notice. In the event that the County cancels the Sublease within the initial four-year term, then the County shall be required to reimburse the proportionate cost of the improvements made to the Premises (currently estimated at \$275,000.00) that were paid by Sublandlord at its cost amortized on a straight line basis across the four years (meaning that the \$70,000.00 amount payable by the County would be reduced from the unamortized amount due).




Edward Marquez
Chief Financial Officer



MEMORANDUM
(Revised)

TO: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 15, 2020

FROM: 
Gen Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 8(F)(4)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(4)
12-15-20

RESOLUTION NO. _____

RESOLUTION APPROVING, PURSUANT TO SECTION 125.031, FLORIDA STATUTES, THE TERMS OF A SUBLEASE AGREEMENT BETWEEN GARDENS AND STORAGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS SUBLANDLORD, AND MIAMI-DADE COUNTY, AS SUBTENANT, FOR PREMISES LOCATED AT 17988 NW 27 AVENUE, SUITE 100, MIAMI GARDENS, FLORIDA, TO BE UTILIZED BY MIAMI-DADE COUNTY AS A DISTRICT OFFICE FOR THE COUNTY COMMISSIONER FOR DISTRICT 1, OLIVER G. GILBERT, III, FOR AN INITIAL FOUR-YEAR TERM, WITH FOUR, FOUR-YEAR OPTIONS TO RENEW, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$322,499.28 FOR THE INITIAL TERM, AND A CUMULATIVE VALUE ESTIMATED TO BE \$1,765,505.77 SHOULD THE COUNTY EXERCISE THE FOUR, FOUR-YEAR OPTION TO RENEW TERMS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SUBLEASE, EXERCISE ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS TO EFFECTUATE SAME

WHEREAS, Miami-Dade County has a population of over 2.7 million residents and spans across almost 2,000 square miles of land; and

WHEREAS, accordingly, in order to best serve Miami-Dade County residents at large as well as the residents from each County Commissioner's district, it is customary for County Commissioners to have offices downtown at the Stephen P. Clark Government Center as well as local offices within their respective commission districts; and

WHEREAS, the County is authorized and has the right, pursuant to section 125.031, to enter into leases for properties needed for a public purpose; and

WHEREAS, Miami-Dade County Commissioner for District 1, Oliver G. Gilbert, III, needs a permanent office within his district boundaries to serve and respond to the needs of his constituents and the communities within District 1; and

WHEREAS, Gardens and Storage, LLC, a Florida limited liability company, (the “landlord”) owns property located at 17988 NW 27 Avenue, Miami Gardens, Florida that is improved with a building (the “building”) inclusive of Suite 100 consisting of approximately 3,411 square feet (the “premises”) within Commission District 1; and

WHEREAS, the landlord subleases the premises to Gardens and Storage, LLC, a Florida limited liability company (the “sublandlord”) pursuant to a master lease; and

WHEREAS, the County desires to sublease the premises from the sublandlord and the sublandlord desires to sublease the premises to the County, for the public purpose of providing the district office for the County Commissioner for District 1, in accordance with the terms of the sublease agreement in substantially the form attached hereto and incorporated herein (the “sublease”); and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board approves, pursuant to section 125.031, Florida Statutes, the terms of and authorizes execution by the County Mayor or the County Mayor’s designee of the sublease between the County and the sublandlord in substantially the form attached hereto, for the

premises located at 17988 NW 27 Avenue, Miami Gardens, Florida, to be utilized as a district office for the Miami-Dade County Commissioner for District 1, Oliver G. Gilbert, III, for an initial four-year term, with four, four-year options to renew, with a total fiscal impact to the County estimated be \$322,499.28 for the initial term, and a cumulative value estimated to be \$1,765,505.77 should the County exercise the four, four-year option to renew terms. This Board further authorizes the County Mayor or the County Mayor's designee to exercise all rights conferred in the sublease and to take all actions necessary to effectuate the same.

The foregoing resolution was offered by Commissioner _____ ,
who moved its adoption. The motion was seconded by Commissioner _____
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Acting Chairwoman

Jose "Pepe" Diaz

Oliver G. Gilbert, III

Sally A. Heyman

Eileen Higgins

Kionne L. McGhee

Raquel A. Regalado

Sen. René García

Keon Hardemon

Danielle Cohen Higgins

Joe A. Martinez

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 15th day of December, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Debra Herman

OFFICE SUBLEASE

by and between

Gardens and Storage, LLC.

a Florida Limited Liability Company

("Sublandlord")

and

Miami-Dade County

a political subdivision of the State of Florida

("Subtenant")

For the benefit of: Commission District 1

Dated as of

Folio No.: 34-2109-001-0010

OFFICE SUBLEASE

This Office Sublease (“Sublease”) dated _____, 20__ (“Effective Date”) is made between Gardens and Storage, LLC., a Florida limited liability company, whose principal place of business is located at 696 N.E. 125 Street, North Miami, Florida 33161 (“Sublandlord”), and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 (“Subtenant”).

SUBLEASE OF PREMISES

Whereas, on or about December 23, 2019, Gardens and 27, LLC, the owner and landlord for the Land, as described below, where the Building, as described below, is now located, and Gardens and Storage, LLC, as a tenant, entered into a Lease Agreement, for a term of fifty (50) years, for the Land, which is evidenced by the attached Ground Lease, which is marked as Exhibit A, and incorporated herein by this reference; and

Whereas, Gardens and Storage, LLC (as “Sublandlord”), now seeks to sublease a portion of the Building that Gardens and Storage, LLC constructed on the Land to Miami-Dade County (“Subtenant”), subject to all of the terms and conditions set forth herein; and

Whereas, that certain portion of the Building consists of 3,411 square feet of the First Floor (the “Premises”), which is further described below in *Item 5* of the Basic Sublease Provisions, and as shown on the illustration attached hereto as Exhibit B.

Now, therefore, in light of the foregoing facts and circumstances, the Subtenant hereby agrees to sublease from the Sublandlord a certain portion of the Building, for an initial term of four (4) years, in accordance with all of the terms and conditions of this Sublease.

BASIC SUBLEASE PROVISIONS

1. **Sublandlord:** Gardens and Storage, LLC., a Florida limited liability company
2. **Subtenant:** Miami-Dade County,
a political subdivision of the State of Florida
3. **Building:** 17988 N.W. 27 Avenue, Miami Gardens, Florida 33056
A 3-Story Building
4. **Land (Including Folio No.):** 34-2109-001-0010 - Lot Size: 2.18 acres
5. **Premises:** The Premises consist of a portion of the First Floor of the Building, known as Suite 100, as depicted on the floor plan, which is attached hereto and marked as “Exhibit B”, and which is incorporated herein by this reference.
6. **Size of Rentable Area:** 3,411 square feet
7. **Size of the Building:** 130,501 square feet

8. **Rent:**

<u>Period</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Square Foot Cost</u>
Year 1	\$4,752.66	\$57,031.92	\$16.72
Year 2	\$4,920.37	\$59,044.41	\$17.31
Year 3	\$5,093.76	\$61,125.12	\$17.92
Year 4	\$5,272.84	\$63,274.05	\$18.55

The annual Base Rent for the second, third and fourth years of this Sublease shall continue to increase annually by approximately three and one-half (3.5%) percent above the immediately preceding annual Base Rent, as described immediately above.

First Renewal Period:

Year 5	\$5,457.60	\$65,491.20	\$19.20
Year 6	\$5,648.05	\$67,776.57	\$19.87
Year 7	\$5,847.02	\$70,164.27	\$20.57
Year 8	\$6,051.58	\$72,620.19	\$21.29

This Sublease contains four (4) renewal option periods, and the annual Base Rent for each year of the renewal option periods shall increase annually by three and one-half (3.5%) percent above the immediately preceding annual Base Rent. Noticeably, only the Base Rent for the first renewal option period is described above.

9. **Additional Rent:** None

10. **Subtenant's Pro Rata Share of Common Area Maintenance:** None

11. **Cost for Subtenant Improvements:** The cost of the Subtenant Improvements are approximately Two Hundred Seventy-five Thousand (\$275,000.00) Dollars, which improvements shall be made in accordance with the provisions of Section 2 of this Sublease. And within ninety (90) days from the date of Substantial Completion of the Subtenant Improvements, as evidenced by the Sublandlord securing a Temporary Certificate of Occupancy for the Premises, the Subtenant will reimburse the Sublandlord the amount of Seventy Thousand (\$70,000.00) Dollars, in one (1) lump sum, which shall represent the Subtenant's total cost and expense associated with the Sublandlord making all of the Subtenant Improvements. Further, as an effort toward clarification, the parties agree that any amount, cost and/or expense associated with Subtenant Improvements, above the amount of Seventy Thousand (\$70,000.00) Dollars, will be borne solely by the Sublandlord.

12. **Security Deposit:** None

13. **Base Year for Taxes:** N/A

14. **Term:** The term of this Sublease is four (4) years

15. **Renewal Option Periods:** The Subtenant shall have the right to renew and extend this Sublease, for four (4) additional four (4) year Renewal Option Periods. The Subtenant's rights and obligations pertaining to the Renewal Option Periods are described below, in Section 2(c) of the Standard Lease Provisions of this Sublease.

16. **Right of Early Cancellation:** Subtenant shall have the right to cancel this Sublease, or any portion thereof, without cause, upon sixty (60) days' advanced written notice to Sublandlord. If the Subtenant terminates this Sublease without cause, the Subtenant will be responsible for reimbursing Sublandlord prior to the cancellation date for the unamortized portion of the Subtenant Improvements, paid for by the Sublandlord, with all such costs and expenses being amortized on a straight-line basis, for four (4) years, currently estimated at Two Hundred Seventy-five Thousand (\$275,000) Dollars (hereinafter "Termination Payment"), which cost shall have been provided to the Subtenant at the commencement of this Sublease, and in accordance with this Sublease, including copies of any and all invoices, receipts, release of liens, and cancelled checks. No such reimbursement shall be required if this Lease is cancelled in accordance with Article 19(a) below..

17. **Place of Rent Payment:** 696 NE 125 Street, North Miami, Florida 33161

This Sublease consists of the foregoing introductory paragraphs and Basic Sublease Provisions (consisting of paragraphs 1 through 17), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Sublease Provisions, and the language in the Standard Sublease Provisions, which follow, the Standard Sublease Provisions shall control.

STANDARD SUBLEASE PROVISIONS

1. SUBLEASE GRANT

- (a) Sublandlord hereby subleases to the Subtenant that certain Premises, which is located at 17988 N.W. 27 Avenue, Suite 100, Miami Gardens, Florida 33056, consisting of 3,411 rentable square feet of office space, located on the First Floor of the Building, which is shown on the illustration that is attached hereto, marked as "Exhibit B".
- (b) The Sublandlord subleases the Premises to the Subtenant, and the Subtenant hereby subleases the Premises from the Sublandlord together with the right in common with others to use all appurtenances of the Building and the Land that are designated by the Sublandlord for the common use of tenants and others, such as sidewalks, reserved and unreserved parking areas, common corridors, elevator foyers, elevators, restrooms, vending areas and lobby areas (the "Common Areas").
- (c) Subtenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults, except to the extent that all components shall be in good condition and in good working order as of the commencement of this Sublease, and to the extent that the Sublandlord has agreed to make the Subtenant Improvements to the Premises, as described in Section 2(b) of this Sublease.
- (d) The Subtenant shall have three (3) reserved parking spaces for its exclusive use at all times during the term of this Sublease, in addition to the general use of the parking lot for all occupants of the Building, including, but not limited to, the Subtenant, and its employees, agents, contractors, licensees, and invitees, which parking spaces may be utilized at any time

during the normal business hours of the Building. Such parking spaces shall conform to all existing governmental codes in effect at the time of Subtenant's occupancy.

- (e) The Sublandlord hereby grants to the Subtenant the non-exclusive right to use, in common with the Sublandlord and the other tenants of the Building and the Land, the Common Areas of the Building and the Land intended to be used for common use, including, but not limited to unreserved parking lot areas, roads, driveways, passageways, landscaped areas, the lobby(ies), corridors, water fountains and elevator foyers.

2. TERM

- (a) The "Effective Date" of this Sublease shall be the date that this Sublease is approved by the Miami-Dade County Board of County Commissioners (as evidenced by the adoption of a resolution approving this Sublease, and after the required ten (10) day veto period of the County Mayor has expired, or if the County Mayor vetoes this Sublease, then after subsequent approval of two-thirds (2/3) vote of the Miami-Dade County Board of County Commissioners). The "Commencement Date" of this Sublease, meaning the date that begins the term of this Sublease, shall be the date upon which there is Substantial Completion, as defined below, of the Subtenant Improvements, as evidenced by the Sublandlord securing a Temporary Certificate of Occupancy for the Subtenant Improvements in the Premises. Further, also based upon the terms and conditions of this Sublease, the date that the term of this Sublease shall expire is four (4) years after the Commencement Date, which shall hereinafter be described as the "Termination Date." After the Commencement Date, the Subtenant shall issue a Commencement Date Letter to the Sublandlord, which details the Commencement Date and the Termination Date.
- (b) Prior to the Subtenant taking possession of the Premises, the Sublandlord shall cause the Premises to be prepared for occupancy consistent with the space being fully built-out, and in "turn-key" condition as described below, allowing the Subtenant to occupy and use the Premises without having to make any improvements to the Premises, except as expressly outlined herein. It is agreed that construction of the Subtenant Improvements will be completed in accordance with the procedures set forth in the building plans, which are attached hereto and marked as "Exhibit B", and which is incorporated herein by this reference, and as otherwise described in accordance with this Sublease. Within ninety (90) days from the date of Substantial Completion of the Subtenant Improvements, the Subtenant will reimburse the Sublandlord the amount of Seventy Thousand (\$70,000.00) Dollars, in one (1) lump sum, which shall represent the full and final payment for the Subtenant Improvements. The costs and/or expenses associated with any and all Subtenant Improvements above the amount of Seventy Thousand (\$70,000.00) Dollars will be borne solely by the Sublandlord. "Substantially Completed" or "Substantial Completion" as that term is used herein, shall mean the date when all of the Subtenant Improvements to the Premises to be performed by the Sublandlord are completed, as evidenced by a Temporary Certificate of Occupancy or Certificate of Completion (as applicable). Further, the Sublandlord shall secure the appropriate Temporary Certificate of Occupancy or Certificate of Completion (as applicable) for the Subtenant Improvements within one hundred fifty (150) calendar days from the date this this Sublease is approved by the Subtenant, as evidenced by this Sublease being signed by the County Mayor, or the County's Mayor's designee. The Temporary Certificate of Occupancy or Certificate of Completion (as applicable) shall serve as evidence that the work for the Subtenant

Improvements has been Substantially Completed. And the latest date for Substantial Completion of the Subtenant Improvements shall be one hundred fifty (150) calendar days from the date of this Sublease. Should, for any reason, the Sublandlord fail to timely Substantially Complete the Subtenant Improvements within one hundred fifty (150) calendar days from the date of this Sublease, the Sublandlord shall be required to pay the Subtenant the amount of One Hundred (\$100.00) Dollars per day, for each day beyond the one hundred fifty (150) day period as liquidated damages for such delay, the parties acknowledging and agreeing that the damages to the Subtenant in such an instance are difficult to quantify and this is a reasonable estimation and agreement on such damages and is not a penalty. For any amount owed to the Subtenant, because of such failure to timely secure Substantial Completion of the Subtenant Improvements, such amount may be deducted by the Subtenant from the Rent. Should the Subtenant cause any delay in the Sublandlord completing the Subtenant Improvements, then such period of delay shall not be counted against the Sublandlord. In order for a delay to be deemed to be caused by Subtenant, the Sublandlord must document the delay and have the Subtenant sign-off, evidencing that the delay was caused by the Subtenant. An example of such delay caused by the Subtenant is if the Subtenant requests a different type or color of carpeting, after the carpeting was initially approved by the Subtenant and installed by the Sublandlord.

(1) The term "Subtenant Improvements" is the required improvements to the Premises that the Sublandlord shall perform. The Subtenant Improvements shall be performed in accordance with any and all building code requirements and with securing any applicable governmental building permit(s). Such Subtenant Improvements shall include, but not be limited to, the following:

- Standard building signage on or near the door of the Premises (specialty signage, selected and specified by the Subtenant), and directional signage placed at an agreed upon location(s) on the grounds of the Miami Gardens Plaza, and possibly on or about the sidewalk adjoining N.W. 27 Avenue, at a location approved by the City of Miami Gardens.
- Modification to the exterior wall to accommodate two (2) new exterior windows. See Exhibit B.
- Interior drywall partitions as per building plans approved by Subtenant (designation of offices, conference room, reception area, waiting area, and break room/lounge area). See Exhibit B.
- Interior openings (windows) and glass partitions (at conference room and Commissioner's office) as per building plans approved by Subtenant. See Exhibit B.
- Floor, wall, and ceiling finishes, as per building plans. See Exhibit B.
- Access to the public restrooms from the Subtenant space main lobby. See Exhibit B. Such access between the public restrooms and the Premises must be controlled by the Subtenant.
- The interior renovations shall also include the empty conduit for wiring by Subtenant for the installation of card readers on doors and conduit. The Sublandlord shall include Cat6 low voltage wiring for security cameras.
- Conduit and Cat6 low voltage wiring for security systems shall be run by the Sublandlord, and left for Subtenant termination and installation.
- Cat6 low voltage wiring shall be run by the Sublandlord from each designated data, location shown on Exhibit B, (coiled in the wall behind the face plates) to the IT closet

with additional 10 feet of cable provided to allow for Subtenant termination and install to patch panel(s) or other IT equipment provided by Subtenant. All low voltage wiring shall be labeled for identification.

- Provide additional acoustical insulation on the perimeter interior walls to achieve maximum sound separation.
- The kitchenette area shall contain a kitchen sink, with kitchen cabinets (millwork), as approved by the Subtenant. See Exhibit B.
- Mechanical, electrical, lighting, and plumbing per the parties' agreed upon plan and current building code.
- Fire alarm system and fire sprinkler system per current building code.
- Painted walls – one primer and one finish coat, the colors approved by the Subtenant.
- Light fixtures, as approved by the Subtenant.

Subtenant shall be responsible for the following:

- Security alarm system, except for the wiring for such systems.
- Access control system, including wiring for such system using conduit pre-installed by the Sublandlord.
- Purchase and installation of any and all furniture.
- Installation of phones, internet systems, and related services, subject to the terms and conditions as outlined in section 5(c)(ii).

(2) Upon Substantial Completion of the Subtenant Improvements, the Sublandlord shall secure and deliver to Subtenant a copy of the Temporary Certificate of Occupancy or Certificate of Completion (as applicable) issued by the appropriate governmental entity or agency, which shall control and serve as conclusive evidence of the date that the Subtenant Improvements were timely completed.

(3) It is further agreed that upon the Effective Date of this Sublease, the Sublandlord shall immediately commence the work associated with the Subtenant Improvements, and shall have a maximum of one hundred fifty (150) calendar days, to have the Subtenant Improvements Substantially Completed.

(4) After the completion of the Subtenant Improvements, the Subtenant shall be entitled to measure the Premises, in an effort to make certain that the square footage of the Premises is, in fact, 3,411 square feet based upon ANSI/BOMA Z65.5-2010 standards of measurements. If, after measuring the Premises, the square footage of the Premises is less or more than 3,411 square feet, then the Base Rent will be adjusted accordingly by multiplying the actual square footage of the Premises by the rental rate of Sixteen Dollars and Seventy-two Cents (\$16.72) per square foot for Year 1, and thereafter the annual Base Rent shall increase at the same rate as the schedule outlined in Section 8 of the Basic Lease Provisions.

- (c) Renewal Option Periods. Subtenant shall have the option to extend the term of this Sublease by providing written notice to the Sublandlord a minimum of ninety (90) days prior to the end of the term. The Subtenant shall have four (4) additional four (4) year options, at the Subtenant's election, to renew the term of this Sublease ("Renewal Option Periods"). Subtenant may only exercise the Renewal Option Periods if there exists no material defaults beyond any applicable notice and cure periods. Further, upon the

Subtenant's excise of its rights pertaining to the Renewal Option Periods, this Sublease shall be renewed for any and/or all of the four (4) additional four (4) year periods, without the requirement of any further act, sublease, or agreement by either party, and all of the terms and conditions of this Sublease shall be extended to the Renewal Option Periods, including the amount of the Base Rent as outlined in Section 3 below, and as outlined above in Section 8 of the Basic Lease Provisions.

- (d) Holdover. If Subtenant retains possession of the Premises after the expiration of this Sublease, including after the Renewal Option Periods, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month, and the Base Rent shall be one hundred (100%) percent of the monthly Base Rent, in effect immediately prior to the expiration. In the event of such holding over, all of the terms of the Sublease, including payment of all charges owing hereunder shall remain in full force and effect on a month- to- month basis. Subtenant shall indemnify Sublandlord for any damages resulting from such holdover, subject to limitations of Section 768.28, Florida Statutes.

3. RENT

- (a) The Subtenant agrees to pay Base Rent to the Sublandlord for the first (1st) year of the term of this Sublease in the amount of Fifty-seven Thousand Thirty-one Dollars and Ninety-two Cents (\$57,031.92), payable monthly in the amount of Four Thousand Seven Hundred Fifty-two Dollars and Sixty-six Cents (\$4,752.66), which represents approximately Sixteen Dollars and Seventy-two Cents (\$16.72) per square foot. Subtenant agrees to pay Base Rent to the Sublandlord for the term of this Sublease, and during the Renewal Option Periods, as outlined in Section 8 of the Basic Lease Provisions.
- (b) All monthly installments of the Base Rent shall be payable in advance on the first (1st) day of each calendar month during the term hereof, with the exception of the month of October, which will be processed after the close of the Subtenant's fiscal year on September 30th of each year. The Base Rent for the first and last months of the term hereof shall be prorated, if necessary, based upon the number of days during each said month that this Sublease is in effect. Unless otherwise authorized in this Sublease, the Base Rent shall be due and payable without notice, demand, deduction, or offset to the office of the Sublandlord, or to such other place as the Sublandlord might designate in writing.
- (c) The term "Base Rent" or "Rent" (the terms are interchangeable in this Sublease) shall, unless otherwise agreed to by the parties, as evidenced in this Sublease, refer to all Rent, along with any and all charges, fees, costs, and/or expenses incurred by the Sublandlord in the ownership and/or operation of the Premises, the Building, and the Land, and is inclusive of any and all insurance, real estate taxes, administrative fees, expenses for Common Areas, service utilities, maintenance and repairs, and all other expenses related to the rental and use of the Premises by the Subtenant, except as expressly outlined elsewhere in the Sublease.
- (d) Subtenant's Pro Rata Share of Common Area Maintenance. The Subtenant shall not be obligated to pay to the Sublandlord, or any other person or entity, any sum of money for its share of any Common Area Maintenance expenses, as defined herein, which is the cost for utilities, maintenance, repairs, replacement, and/or cleaning for any and/or all of the Common Areas of the Building and/or the Land ("Common Area Maintenance"). The

expenses for Common Area Maintenance are and shall mean expenses of any kind or nature which are necessary, ordinary, and customarily incurred with respect to the operation, repair, replacement, and maintenance for the Common Areas of the Building and/or the Land, during a calendar year, and is generally charged as a common area maintenance expense to tenants by Landlords (or to subtenants by sublandlords) of comparable buildings in the Miami-Dade County, Florida area. Expenses for Common Area Maintenance includes all costs and expenses of every kind and nature paid or incurred by the Sublandlord in cleaning, operating, altering, refurbishing, mechanically equipping, decorating, lighting, landscaping, repairing, improving, restoring, renovating, replacing, and maintaining all of the Common Areas of the Building and/or the Land, including signs, and utilities serving and/or required to be maintained in and to the Building and/or the Land (including access ways and loading/parking zone area(s) contiguous to the Building and available for use by occupants of the Building by reason of leasehold rights, or if Sublandlord is otherwise required to maintain or repair same). Expenses for Common Area Maintenance shall not include those costs and/or expenses that are the sole financial responsibility of another subtenant in the Building and/or the Sublandlord, such as, but not limited to, a subleased space, the structural portions of the Building including the roof, foundation, and/or the curtain walls of the Building, the HVAC system, and/or capital costs or expenses. The Subtenant shall not be obligated to pay, or otherwise contribute, to the Sublandlord, any amount, throughout the term of this Sublease, for Common Area Maintenance. Further, the parties also expressly agreed that the Sublandlord shall be solely responsible for the costs of repair for any repairs to the roof and/or roof membrane, repair and replacement of any energy management system, costs related to the HVAC system, costs related to capital expenditures, Sublandlord's wages, unemployment taxes, social security taxes, real estate taxes and assessments, insurance, the cost or expense to process or handle bills and/or invoices as well as other items typically performed by Sublandlords (and/or landlords) in similar buildings located in Miami-Dade County, Florida.

4. **PURPOSE**

- (a) The Sublandlord acknowledges and agrees that the Miami-Dade County Commissioner, for District 1, will utilize the Premises as its local office space for general office use and administering certain work.
- (b) The Subtenant shall use the Premises for general office uses, not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or entities. The Premises shall not be utilized for any other purpose without the prior written consent of the Sublandlord, which consent shall not be unreasonably withheld.
- (c) The Subtenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Subtenant shall, upon written notice from the Sublandlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, by reason of the nature of Subtenant's use or occupancy of the Premises, impose any duty upon the Subtenant or Sublandlord with respect to the following: (i) modification or other maintenance of the Premises, or (ii) the use, alteration, or occupancy thereof, the Subtenant shall comply with such law at Subtenant's sole cost and expense.

- (d) The Subtenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the Building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, liability, elevator, or other insurance required to be furnished by the Sublandlord under the terms of any lease or mortgage to which this Sublease is subordinate at standard rates; (iii) cause or in the Sublandlord's reasonable opinion be likely to cause physical damage to the Premises, the Building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Building, or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Building; (vii) create unnecessary waste in, on or around the Premises, the Building, and/or the Land; and/or (viii) make any noise or set up any vibration which will disturb other subtenants, except in the course of repair or alterations, or at other times authorized by the Sublandlord.
- (e) The Sublandlord hereby acknowledges and agrees that should the Miami-Dade County Commissioner, District 1, elect to no longer occupy the Premises, that the use and purpose relating to the Premises shall also change (provided same shall remain as a general office use), and will conform to the new use utilized by the new Subtenant, or the sub-subtenant that the Subtenant subleases the Premises to in the future.

5. SERVICES AND UTILITIES

- (a) Sublandlord shall furnish, or cause to be furnished, to the Premises the utilities and services described below, Monday through Friday (except state, county and federal holidays), subject to the conditions and standards set forth in this Sublease.
- (b) Water. Sublandlord, at its sole cost and expense, shall, prior to the Commencement Date, be responsible for the installation of a sub-meter for the water and sewer to the Premises. After the installation of the sub-meter by the Sublandlord, the Subtenant shall, upon the Commencement Date, be responsible for the water bills/invoices for the water and sewer usage for the Premises.
- (c) Electrical. (i) The Sublandlord, at its sole cost and expense, shall be responsible for the providing electricity to the Premises, including, but limited to wiring and lighting fixtures, including LED, fluorescent and/or incandescent lighting, including task and task ambient lighting systems, and the Cat6 low voltage (as outlined above, run but not terminated) wiring for normal office equipment, computers, and computer peripherals and for any and all associated costs, charges and fees associated therewith. For the avoidance of doubt, it is clearly stated that the Subtenant is fully responsible for their access controls and any wiring required for said system.
- (ii) Sublandlord shall extend into the Premises a dedicated grounded conduit for AT&T, so that there shall be a solid pathway for AT&T into the Premises so that Subtenant will not share a conduit (or communication line) with the Sublandlord and/or any other subtenant in the Building. Additionally, the Sublandlord hereby agrees that the Sublandlord shall be

responsible for providing an extension of the building ground to the Subtenant's location of choice within the Premises. This ground will be for use by the Subtenant and its vendors for IT purposes. Further, the Sublandlord, at its sole cost and expense, shall, prior to the Commencement Date, be responsible for the installation of an electrical meter for the electricity to the Premises.

(iii) Subtenant, beginning on the Commencement Date, shall be responsible for the payment of the monthly electrical bills/invoices for the Premises, from the utility provider, so long as such electrical service has been separately metered by the Sublandlord.

- (d) **HVAC.** The Sublandlord shall provide Subtenant with access to the HVAC system on a 24/7 basis. The Sublandlord shall provide heating and air conditioning in season to both the Building, and the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County, or as are required by a governmental authority. Further, the Sublandlord hereby agrees to have the coils and vents of the HVAC system cleaned and examined on a regular basis, including the replacement of HVAC filters no less than on a bi-annual basis. The Sublandlord is solely responsible for any and all costs associated with the HVAC system and with the provision of A/C to, and the usage of A/C by, the Premises.
- (e) **Janitorial.** The Subtenant, at its sole cost and expense, shall provide janitorial services to the Premises on a daily basis (Monday through Friday), which shall include emptying trash receptacles in the Premises, providing trash liners as necessary, and sweeping floors as necessary. The Sublandlord shall provide pest control, janitorial maintenance and other cleaning for the Common Areas of the Building and the Land, including, but not limited to, the common lobby area, common hallways throughout, landscaping and parking lot area.
- (f) **Cleanliness.** The Sublandlord, at its sole cost and expense, shall maintain the Building and the Land, in a neat, clean and sanitary condition, and shall keep sidewalks, walkways, and the parking lot area adjoining the Building clean and free from rubbish, and shall store all trash and garbage within the appropriate trash receptacle, and shall arrange for the regular pick up of trash and garbage. Further, within the Building, the Sublandlord shall not permit graffiti, rubbish, refuse, garbage, or any dirty (unhygienic) condition to exist within the Building, or otherwise allow for any unsightly or unsanitary condition to exist in the Building and/or on the Land.
- (g) **Indoor Air Quality.** The Sublandlord shall be solely responsible for the indoor air quality in the Premises. The Sublandlord shall act to prevent the degradation of indoor air quality during the term of this Sublease, including during the occurrence of any maintenance and/or repairs anywhere in, or to, the Building that could allow off-gassing from the embodied chemicals in construction materials, or equipment into Premises. The Sublandlord and its designated contractor(s) will use only non-toxic paint or other surface coatings, and will cause the Building and/or the Premises to be continuously ventilated to prevent the build-up of chemical gases from construction materials, or other emissive materials during and maintenance and/or repair of the Building and/or the Premises. Further, in the event that the Sublandlord, for any reason whatsoever, fails to immediately address or correct any concerns or issues found by any indoor air quality tests, then the Subtenant shall have the right to perform any and all work to improve the air quality in the Premises, and afterwards secure reimbursement of such actual and reasonable cost and expenses (including labor and materials) from the Sublandlord. If the Sublandlord fails to

reimburse the Subtenant within sixty (60) days, then the Subtenant shall have the right to reduce the amount of the Rent owed to the Sublandlord by the amount of the cost and expenses involved in improving the air quality in the Premises. Further, in the event that Subtenant elects to conduct its own indoor air quality test on the Premises, the Sublandlord shall abide by the results and recommendations of such test(s), unless the Sublandlord reasonably determines, as evidenced by a written statement from a third-party consultant, that such test or results are inaccurate. Then in such instance, both the Sublandlord and the Subtenant shall agree on a company to perform such indoor air quality test, and the results and recommendations of which shall be binding, for one (1) year, on both parties. Notwithstanding the foregoing, Sublandlord shall at all times remain compliant with Indoor Air Quality Standards, pursuant to Exhibit "C" attached hereto and incorporated by reference to this Sublease.

- (h) Future Renovation/Improvements. The Sublandlord, at the beginning of the second of the Renewal Option Periods, and the exercise of any of the subsequent Renewal Option Periods by the Subtenant, shall paint the walls and ceiling of the Premises and replace any needed flooring including, but not limited to carpeting and/or tiles, or at minimum inspect the Premises with the Subtenant to reasonably determine if any renovation work is necessary, and in addition, replace or repair any worn, damaged, or unhygienic flooring and/or tiles, which cannot be restored by cleaning, as reasonably determined by both the Sublandlord and Subtenant. Shall Subtenant require additional renovation work, the Sublandlord will provide such services to Subtenant at Subtenant's expense, so long as the Sublandlord first secures written approval from the Subtenant for such work, and a budgetary explanation as to how such work will be paid.
- (i) Existing Grease Trap. The parties acknowledge and agree that the Premises contains a new grease trap which shall remain unused during the term of this Sublease. The Sublandlord shall be solely responsible for the maintenance, fees, costs, and permits related to the grease trap and the Subtenant shall allow reasonable access for bi-annual inspection of the grease trap, if so required by any authority having jurisdiction, upon advance notice to the Subtenant.

6. MAINTENANCE AND REPAIRS

- (a) Sublandlord's Duties. Notwithstanding any other provisions of this Sublease, the Sublandlord, at its sole cost and expense, shall repair and maintain the structural portions of the Building, including, but not limited to, common areas of the Building, the elevator(s), plumbing (except for clogged sinks, commodes, and/or urinals), HVAC systems (including, but not limited to filters for HVAC), and electrical systems that are installed or furnished by the Sublandlord throughout the Building and the Premises, unless issues to the maintenance and repairs are caused by the negligence, or the intentional or willful act of the Subtenant, its agents, vendors, employees, licensees, or invitees, in which case the Subtenant shall pay the Sublandlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Sublandlord on account thereof if any. The Sublandlord shall be solely responsible for any and all damages and repairs caused by the Sublandlord, and/or its employees, agents and/or vendors. The Sublandlord shall maintain and keep in good order, condition, and repair the Building, including, but not limited to, the roof, foundations, walls, the curtain wall, including any and all glass

connections, all exterior doors, exterior locks on exterior doors and windows, ballasts, plumbing, fixtures, the Building ventilation system, elevators, Building telephone systems, fire alarm systems (excluding Subtenant installed alarm and security systems), fire extinguishers, the lobby(ies), the corridors, any and all flooring in the Common Areas, including any carpeting or tile repair or replacement, electrical closets, interior portions of the Building, both above and below grade which are not covered by this Sublease or any other sublease, pest control for the Common Areas, landscaping, walkways, pathways, sidewalks, and the parking lot area. The Sublandlord shall comply with any and all building and zoning codes, as applicable. The Sublandlord shall make any and all repairs within a thirty (30) day period following receipt of notice of the need thereof from the Subtenant. The Sublandlord shall also keep in good order, condition, and repair all Building equipment used by the Subtenant in common with other subtenants, and replace the same at the end of such equipment's normal and useful life. In the event that the Sublandlord fails to properly or timely maintain and repair the Building, the Premises, and/or the Land, the Subtenant, unless otherwise described in this Sublease, shall have the right, but shall not be required to do so, after sixty (60) days' written notice to the Sublandlord, to make any and all repairs to the Building, the Premises, and/or the Land, which the Subtenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety for the Subtenant, or any of its agents, vendors, employees, licensees, or invitees, and the actual and reasonable cost of such repairs, including materials, labor, and overhead, at Subtenant's election may be invoiced to the Sublandlord, or such amount reduced from the Rent. Further, the Subtenant shall have no liability to the Sublandlord for any damages; inconvenience or interference regarding the use or any damage to the Building, Premises and/or Land as a result of performing any such work. The Sublandlord shall be liable to Subtenant for any injury or interference with Subtenant's business arising from the failure of the Sublandlord within ten (10) business days to make any repairs, alterations, improvements in or to any portion of the Building, the Premises, and/or the Land.

- (a.1) Notwithstanding the forgoing, the Sublandlord shall make any and all necessary repairs to the HVAC system within two (2) business days upon receiving any notice or complaint from the Subtenant. The Sublandlord will provide temporary spot coolers within two (2) business days to the Subtenant in the event of an HVAC outage. Should the Sublandlord fail to timely address the necessary repairs to the HVAC system within ten (10) business days, the Subtenant shall be authorized to do any of the following: (i) hire a third party company to make the necessary repairs to the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); (ii) utilize employees of the Subtenant to repair the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); and/or (iii) not occupy the Premises, and reduce the Rent by the number of days that the Premises was not utilized by the Subtenant, in addition to reducing the Rent by any and all damages, such as, but not limited to, loss of business.
- (a.2) In order to minimize any disruption to the Subtenant's use of the Premises, the Sublandlord shall notify the Subtenant in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will materially affect the Premises. Upon receiving the Sublandlord's notice of pending repairs and/or maintenance, the Subtenant shall reasonably consent to such work, and the Sublandlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly

maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-working hours, to further minimize the impact upon the Subtenant, and its employees. Should any of the Premises be materially unusable to the Subtenant, as a result of the Sublandlord's repairs, the Subtenant shall be entitled to Rent abatement for the period of time such Premises are materially unusable.

(a.3) The Sublandlord shall be solely responsible for providing pest control in the Common Areas on a monthly basis (once a month) and providing receptacles for trash and refuse disposal for the Building (including use by the Subtenant).

(b) Subtenant's Duties. The Subtenant, at Subtenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Sublandlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair within the Premises. Subtenant shall be responsible for pest control within the Premises any and all janitorial cleaning in the Premises (as described above in Section 5(e), or as otherwise mentioned in this Sublease). The Subtenant shall be solely responsible to maintain any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Subtenant), if any, which is installed by, or on behalf of, the Subtenant. Further, the Subtenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any negligence or willful misconduct of the Subtenant, or any of its agents, vendors, employees, licensees, or invitees, subject to Florida Statute 768.28. In the event that the Subtenant fails to so maintain the Premises in good order, condition, and repair, the Sublandlord shall give the Subtenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Subtenant fails to commence such work within the thirty (30) calendar day period, and diligently pursue it to completion, then the Sublandlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Subtenant, as are reasonably necessary to perform such maintenance and repairs. The Sublandlord shall have no liability to Subtenant for any damage, inconvenience or interference with the use of the Premises by Subtenant as a result of performing any such work.

(c) Supplemental HVAC System. The Subtenant acknowledges and agrees that whenever a special HVAC system is installed in all or part of the Premises, at the direction or benefit of the Subtenant, the Subtenant shall enter into a regularly scheduled preventative maintenance and service contract, at the Subtenant's sole cost and expense, which contract shall be either through a third-party agent or vendor of the Subtenant, or by employees of an agency or department of the Subtenant, which has the appropriate and experienced maintenance and service personnel for servicing such HVAC system and equipment, and shall provide the Sublandlord with a copy of the same. Any third-party contract shall be subject to the Sublandlord's prior approval, which approval will not be unreasonably withheld or delayed. Such contract shall include, at minimum, all services recommended by the equipment manufacturer and must be effective within sixty (60) days when the supplemental HVAC system is installed. The Sublandlord shall maintain a copy of the manufacturer's warranty information, if any, and will cooperate with the Subtenant to the extent warranty repairs are required.

7. ALTERATIONS AND IMPROVEMENTS

- (a) The Subtenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Sublandlord. The Subtenant shall submit any such request to the Sublandlord at least thirty (30) days prior to the proposed commencement date of such work. The Sublandlord may impose, as a condition to such consent, such requirements as the Sublandlord may deem necessary in its reasonable judgment, including the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses. Further, the Sublandlord shall be entitled to post notices on and about the Premises with respect to the Sublandlord's non-liability for mechanics' liens in connection with alterations or improvements made by the Subtenant, and Subtenant shall not permit such notices to be defaced or removed. Subtenant further agrees that during the course of any alterations and/or improvements that the Subtenant shall not connect any new equipment, apparatus, machinery, or device to the Building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Sublandlord.
- (b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Sublandlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the term of this Sublease, whether by expiration or otherwise, unless the Sublandlord, by notice given to the Subtenant, shall elect to have the Subtenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Subtenant shall promptly after the termination of this Sublease, remove, at its sole cost and expense, such alterations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, Information Technology (IT) communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Subtenant, without expense to the Sublandlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment, and other articles of property owned by the Subtenant, and located in or about the Premises (all of which are herein called the "Subtenant's Property") shall be and remain the property of the Subtenant, and may be removed by the Subtenant at any time during the term of this Sublease. However, if any of the Subtenant's Property is removed, Subtenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Sublandlord, at the end of the term of this Sublease, or the earlier termination thereof. Subtenant may remain in the Premises up to five (5) days after the Termination Date, without the payment of Rent, for the sole purpose of removing Subtenant's Property. If Subtenant fails to remove any of Subtenant's Property after vacating the Premises, beyond the aforementioned five (5) day period, without Sublandlord's consent, the Sublandlord, at Subtenant's expense, may remove and either dispose of, or store, the Subtenant's Property and perform any other required clean-up and/or repairs to the Premises. Subtenant, within sixty (60) days after receipt of an invoice from the Sublandlord, shall reimburse the Sublandlord for the reasonable cost incurred by the

Sublandlord for the removal, and disposal or storing of Subtenant's Property, and the clean-up and/or repair of the Premises.

- (c) If the Sublandlord permits persons hired, retained, or requested by the Subtenant (other than employees of the Subtenant, FPL, and AT&T) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Subtenant shall deliver to the Sublandlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Sublandlord. Any and all such insurance shall name the Sublandlord as an additional insured, and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Sublandlord.
- (d) Subtenant shall have the right, at its sole cost and expense, to install a security or burglar alarm system, fire alarm, in or about the Premises. Further, the Subtenant shall also be permitted to install an antenna in or about the Premises or on, or within, the Building, to provide better cellular telephone reception primarily for the Subtenant, and/or its employees. Plans regarding the installation of antennas or alarm systems must be submitted to the Sublandlord for prior review and approval.

8. RIGHT OF QUIET ENJOYMENT

- (a) If, and so long as, Subtenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Sublease, the Subtenant shall quietly enjoy the Premises for the term hereof, and any extension or renewal thereof, without hindrance or molestation by the Sublandlord, or anyone claiming by, through or under the Sublandlord, subject to terms, covenants, and conditions of this Sublease.
- (b) The Sublandlord shall pay any and all taxes and assessments so as not to jeopardize Subtenant's use and occupancy of the Premises. The foregoing notwithstanding, the Sublandlord shall be entitled to contest any tax or assessment which it deems to be improperly levied against the Premises, the Building, and/or the Land, so long as the Subtenant's use of the Premises is not interfered with throughout the term of this Sublease.
- (c) Without limiting any of its rights, the Subtenant may cancel, or otherwise terminate, this Sublease upon thirty (30) days' notice to the Sublandlord in the event that quiet enjoyment or use of the Premises is prohibited or materially and adversely interfered with by an action or inaction of the Sublandlord, provided that from the date of receipt of notice from the Subtenant to the Sublandlord, the Sublandlord shall have fifteen (15) days to cure the prohibition or interference affecting the Subtenant's quiet enjoyment or use of the Premises.

9. ASSIGNMENT AND SUBLETTING

- (a) The Subtenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Subtenant, and its employees, licensees, and invitees. Further, the Subtenant shall not voluntarily, by operation of law, or otherwise, assign, sub-sublease, transfer, or encumber this Sublease, or any interest herein, or part with possession of all or any part of the Premises, without the Sublandlord's prior written consent, which shall not be unreasonably withheld; provided that the Subtenant may, without Sublandlord's

consent, assign or sub-sublease the Premises to a different agency or department of the Subtenant, and/or the State of Florida, including any agency or department thereof at any time, and from time to time, so long as Subtenant is not in default under this Sublease. Any assignment or sub-sublease without the Sublandlord's prior written consent, as required herein, shall be void or voidable, at the Sublandlord's discretion, and may, at Sublandlord's election constitute a default hereunder, notwithstanding Sublandlord's acceptance of Rent payments from any purported assignee or subtenant.

- (b) In the event of any such assignment or subletting, the Subtenant shall remain fully liable for the performance of all of the terms and conditions of this Sublease, unless the Sublandlord, in writing, consents to the Subtenant being released from any further liability or responsibility under this Sublease.
- (c) The Sublandlord's consent in one instance, and any other act or acts of Sublandlord or its agents, shall not be deemed to constitute consent to any subsequent assignment or subletting.
- (d) To the extent that the Sublandlord's consent is necessary, the Subtenant shall provide the Sublandlord with a copy of any proposed assignment or sub-sublease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sub-sublease may be made, at least twenty (20) business days prior to the proposed effective date of the assignment or sub-sublease. The Sublandlord shall approve or disapprove of the proposed assignment or sub-sublease within ten (10) business days of receiving the proposed assignment or sub-sublease. The failure of the Sublandlord to disapprove any proposed assignment or sub-sublease with such ten (10) day period shall be deemed to be an approval by the Sublandlord of such proposed assignment or sub-sublease.

10. LIENS AND INSOLVENCY

Subtenant shall keep the Premises, the Building, and the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Subtenant.

11. EMINENT DOMAIN

- (a) If any part of the Premises, the Building, and/or the Land (not resulting in a total taking of the Premises, thereby causing a termination of this Sublease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Sublease shall terminate as to the part of the Premises so taken or sold, effective as of the date taking, or the date that delivery of possession is required, by such public or quasi-governmental authority or entity. The Rent for the remainder of the term under this Sublease shall be reduced in the proportion that the Subtenant's total square footage is reduced by the taking. Further, the Subtenant shall be entitled to recover and keep for itself from the public or quasi-governmental authority or entity any amount(s) necessary to compensate the Subtenant for any and all damages, losses, and for any other reason attributable as a result of such taking.
- (b) If a total taking of the Premises, the Building, or the Land occurs, or if a partial taking or the sale of the Building, or the Land occurs, and it: (i) results in an inability of the Subtenant to

use the Premises for the Subtenant's intended purpose, as determined by the Subtenant; or (ii) renders the Building unviable or useless to Sublandlord or the Subtenant, this Sublease shall terminate, with such termination being made effective one hundred eighty (180) days after the Subtenant receives notice of such taking, or when the taking occurs, whichever is sooner.

- (c) All condemnation awards and similar payments shall be paid and belong to the Sublandlord, except any amounts otherwise described above in this Sublease, in addition to any amounts awarded or paid specifically for Subtenant's trade fixtures, loss of business, relocation costs, and other benefits that the Subtenant is otherwise entitled to receive under the law. Nothing contained herein shall prevent or diminish the Subtenant's right to deal on its own behalf with the condemning authority.

12. ACCESS OR ENTRY BY SUBLANDLORD

- (a) Upon twenty-four (24) hours prior written notice to Subtenant (except in the event of an emergency), the Sublandlord or Sublandlord's employees, and/or agents, may, and only with an escort by an employee of the Subtenant, enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Subtenant with the provisions of this Sublease. The Sublandlord certifies that the Sublandlord and its employees and/or agents have passed a criminal background screening. Upon forty-eight (48) hours prior written notice to Subtenant, contractors shall be granted access for the purposes listed above. During the course of any such inspection, the Sublandlord, and/or its employees, agents, and/or contractors shall be escorted by an employee of the Subtenant throughout the Premises.
- (b) The Sublandlord may also show the Premises to renters, or lenders during regular business hours, and upon forty-eight (48) hours prior written notice to Subtenant, provided that the Sublandlord shall not unreasonably interfere with the Subtenant's business operations, or with Subtenant's use and occupancy of the Subleased Premises. The Sublandlord may show the Premises to prospective purchasers the last four months of the term of this Sublease, upon forty-eight (48) hours prior written notice to Subtenant. During the course of any such showing of the Premises, the Sublandlord, the prospective renters, lenders, and/or purchasers shall be escorted by an employee of the Subtenant throughout the Premises.
- (c) The Sublandlord shall repair, at Sublandlord's expense, any damage to the Premises resulting from the exercise of the foregoing right of access by Sublandlord, or any of Sublandlord's employees, agents and/or contractors.

13. SIGNAGE

- (a) All signs, symbols, and logos placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including building directories, shall be subject to the approval of the Sublandlord, which approval shall not be unreasonably withheld or delayed.
 - (ii) The Sublandlord and Subtenant further agree that in addition to any other signage requested and secured by the Subtenant, or otherwise provided for by the Sublandlord, the Subtenant shall have signage on the sidewalk adjoining N.W. 27 Avenue, subject to the approval of the City of Miami Gardens, as well as at various locations on the grounds of the Miami Gardens Plaza. The cost of such signage shall be borne by the Sublandlord.

- (b) The Subtenant shall be entitled to have its name displayed on any and all Building directories, if any, and on any outdoor monument sign(s) subject to availability, if any, at the Sublandlord's sole cost and expense; provided, however, in the event that the Subtenant requests any changes to the initial display, the Subtenant hereby agrees that any out-of-pocket costs incurred by the Sublandlord in connection with such changes shall be the responsibility of the Subtenant, and shall be reimbursed by the Subtenant within thirty (30) calendar days following receipt of an invoice and evidence of actual payment related thereto.

14. INSURANCE

- (a) Sublandlord's Insurance. The Sublandlord will, during the term of this Sublease, at its sole cost and expense, carry commercial general liability, fire, windstorm, hail, flood, and extended coverage insurance on the improvements of the Premises and the Building, to the full replacement value.
- (b) Subtenant's Insurance. The Subtenant is self-insured. Further, the Sublandlord hereby acknowledges that the Subtenant is self-insured, and therefore the Subtenant shall not be required to secure any type of insurance coverage during the term of this Sublease.

15. INDEMNIFICATION

- (a) The Sublandlord shall indemnify and hold harmless the Subtenant and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Subtenant or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature solely arising out of, relating to, or resulting from the negligence of the Sublandlord or negligence of its employees, agents, vendors, partners, principals or subcontractors. The Sublandlord shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Subtenant, where applicable, including appellate proceedings and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. The Sublandlord expressly understands and agrees that any insurance protection required by this Sublease or otherwise provided by the Sublandlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Subtenant, or its officers, employees, agents, and instrumentalities as herein provided.
- (b) If the Subtenant's use and occupancy is materially and adversely interfered with as a result of any act or inaction by the Sublandlord, its employees, agents, contractors, licensees, and/or invitees, then, in addition to any other remedy, the Subtenant shall be entitled to an abatement of the Rent for the period of time occupancy is materially and adversely interfered with.
- (c) The Subtenant shall not be liable for any damage or injury which may be sustained by any party or person in the Premises, or in the Building, or on the Land, other than the damage or injury caused solely by the gross negligence of the Subtenant, its officers, employees, vendors, or agents, and any such liability is subject to, and limited by, the limitations of Florida Statutes, Section 768.28.
- (d) The language in this section shall survive the early termination or expiration of this Sublease.

16. HAZARDOUS MATERIALS

- (a) The Sublandlord represents and warrants to the Subtenant that no Hazardous Materials, as defined below, have been located on the Premises, or have been released into the environment, or discharged, placed, or disposed of at, on, or under the Premises. The Sublandlord further represents and warrants that to the best of its knowledge, information, and belief, the Premises, the Building, and/or the Land have never been used as a dump for any Hazardous Materials, as defined below, and that at all prior uses of the Premises, the Building, and/or the Land have at all times complied with any and all statutes, laws, rules, and/or regulations pertaining to Hazardous Materials.
- (b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter, which at the time of the execution of this Sublease or any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq. (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).
- (c) The Sublandlord hereby indemnifies the Subtenant from and against any matter related to the representation and covenant provided regarding Hazardous Materials.
- (d) The language in this section shall survive the early termination or expiration of this Sublease.

17. DESTRUCTION OF, OR DAMAGE TO, THE PREMISES

If the Premises, or any part thereof, or any appurtenance thereto, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Subtenant, or by any of Subtenant's agents, employees, vendors, or invitees, that the same cannot be used for Subtenant's purposes, then Subtenant shall have the right at any time within ninety (90) days following damage to the Premises to elect by notice to Sublandlord to terminate this Sublease as of the date of such notice. In the event that minor damage is sustained to any part of the Premises, and if such damage does not render the Premises unusable for Subtenant's purposes, the Sublandlord shall promptly repair such damage at the cost of the Sublandlord. In making the repairs called for in this paragraph, the Sublandlord shall not be liable for any delays resulting from force majeure. Subtenant shall be relieved from paying Rent and other charges during any portion of the term of this Sublease that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use. The Rent payments and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, and any remaining advance payments shall be refunded to Subtenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any

occurrence which is beyond Subtenant's reasonable control and which renders the Premises, or any appurtenance thereto, uninhabitable, inoperable or otherwise unfit for occupancy or use.

18. SUBTENANT'S DEFAULT AND REMEDIES

It shall be an "Event of Default" if: (i) Subtenant fails to pay Rent, or any other charges, when such payment by Subtenant is due hereunder, and such failure continues for fourteen (14) business days after receipt of written notice thereof was made to Subtenant by the Sublandlord (with the exception for any payment due in October, as described above in Article 3, Rent); (ii) Subtenant violates or fails to perform any of the other conditions, covenants, or agreements under this Sublease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Subtenant by the Sublandlord, or if such default cannot be cured within such thirty (30) day period, then if the Subtenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within ninety (90) days; (iii) Subtenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (iv) a proceeding is filed against the Subtenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Sublease, and which is not dismissed within one hundred twenty (120) calendar days; (v) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Subtenant, or a substantial part of its property and/or assets; (vi) Subtenant's interest under this Sublease is taken upon execution or by other process of law directed against the Subtenant; (vii) Subtenant mortgages, assigns (except as expressly permitted in this Sublease), or otherwise encumbers Subtenant's interest under this Sublease.

19. SUBLANDLORD'S DEFAULT AND REMEDIES

- (a) Except as otherwise specified in this Sublease, if the Sublandlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Subtenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of ninety (90) days, then the Subtenant may, at its option, but subject to the other terms, condition, and covenants of this Sublease, terminate this Sublease upon thirty (30) days prior written notice to the Sublandlord. Further, Subtenant also reserves the right, at its option, to cure any of the Sublandlord's defaults, after written notice to the Sublandlord, and the Sublandlord shall immediately (within thirty (30) calendar days) reimburse the Subtenant for actual and reasonable costs and expenses, including, but not limited to labor and materials, or alternatively, the Subtenant shall be permitted to deduct the amount for such work from the Rent.
- (b) Notwithstanding anything else set forth in this Sublease, in the event the Sublandlord defaults on any of the terms, conditions, and/or covenants of this Sublease, the Subtenant shall be entitled to pursue any and all remedies available to the Subtenant at law, or in equity, including, but not limited to the right of Specific Performance.

20. ATTORNEYS' FEES

In the event either party requires the services of an attorney in connection with enforcing any of the terms, covenants, and/or conditions of this Sublease, or in the event a lawsuit is brought for the recovery of any Rent due under this Sublease, or for any other sum or amount, or for the breach of any term, covenant, and/or condition of this Sublease, or for return of the Premises to the Sublandlord and/or eviction of the Subtenant during the term of this Sublease, or after the expiration thereof, each party hereby expressly agrees to be responsible for its own attorneys' fees, and other legal costs and expenses, including, but not limited to, expenses associated with expert witnesses, whether incurred at trial, on appeal, or otherwise.

21. EARLY CANCELLATION

Separate and apart from any other rights granted to the Subtenant to cancel or otherwise terminate this Sublease, the Subtenant shall have the right, at any time, without cause, to terminate this Sublease by giving the Sublandlord at least sixty (60) days' advanced written notice of such early cancellation. Upon such cancellation, this Sublease shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Sublease.

If Subtenant elects to terminate this Sublease early without cause within the first four (4) years of the Sublease, the Subtenant will be responsible for reimbursing the Sublandlord for the unamortized portion of the Subtenant Improvements, paid for by the Sublandlord, with all such costs and expenses being amortized on a straight-line basis, for four (4) years, currently estimated at Two Hundred Seventy-five Thousand (\$275,000) Dollars (hereinafter "Termination Payment"), so long as the Sublandlord had provided to the Subtenant with a copy of any and all invoices, receipts, release of liens, and copies of cancelled checks evidencing such Subtenant Improvements. And further, the parties hereby acknowledge and agree that there is no limit or cap on the amount that can be expended by the Sublandlord for the Subtenant Improvements, the amount of money that the Subtenant shall be expected or required to reimburse the Sublandlord for is limited to the amount of Seventy Thousand (\$70,000) Dollars, unless the Subtenant elects to terminate this Sublease early, and then in such case, the Subtenant will be responsible to reimburse the Sublandlord for the unamortized amount of such Subtenant Improvements. If the Subtenant: (1) timely delivers its Cancellation Notice (notice provided at least sixty (60) days prior to the date of early cancellation, hereinafter described as the "Early Cancellation Date"); (ii) pays the Termination Payment (on or prior to the Early Cancellation Date); (iii) timely pays all Rent due up to, and including, the Early Cancellation Date; (iv) surrenders possession of the Premises on or before the Early Cancellation Date in the condition required by this Sublease; and (v) is not otherwise in default of its obligations under this Sublease, then this Sublease shall be deemed terminated as of the Early Cancellation Date and neither party shall have any further obligation to the other, except for any obligations that expressly survive the termination or expiration of this Sublease.

22. SUBTENANT'S SUBORDINATION TO MORTGAGE

It is specifically acknowledged and agreed that by and between the Sublandlord and the Subtenant that the Sublandlord may, from time to time, secure a construction loan and/or mortgage on the Premises, the Building, and/or the Land from a bank, savings and loan institution, insurance company, or other lending institution; and that this Sublease is and shall be subordinate to the lien of said construction loan and/or mortgage; and the Subtenant hereby agrees that it will execute such subordination and non-disturbance agreements, or other

documents, as may be reasonably required by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement contain a provision which states that the Subtenant shall not be disturbed in its possession and occupancy of the Premises during the term of this Sublease.

Further, the Subtenant hereby acknowledges and agrees that at various times during the term of this Sublease the Sublandlord and/or lender or prospective purchaser may request that the Subtenant complete and execute an Estoppel Agreement, which may include the request for the then current status of this Sublease, including, but not limited to the existence of any claims, lawsuits, overpayments, defaults and/or other contract related matters, and the Subtenant hereby agrees to complete and execute such Estoppel Agreement(s) in a timely manner, not to exceed thirty (30) business days.

23. CONDITION OF PREMISES AT TERMINATION

- (a) Upon the expiration or earlier cancellation of this Sublease, the Subtenant will quit and surrender the Premises in good order and repair, with reasonable wear and tear excepted. The Premises shall be left by the Subtenant in broom swept condition. However, the Subtenant shall not be obligated to repair any damage, which the Sublandlord is required to repair. Any and all fixtures, window treatments, keypads, and keys, at the expiration or earlier termination of this Sublease, shall revert back to the Sublandlord.

- (b) If the Subtenant, after the commencement of this Sublease, installed any shelving, lighting, communication cabling, supplemental HVAC systems, portable partitions, and/or any trade fixtures; and/or if the Subtenant installed any signs, or other standard identification of the Subtenant, then, any item, property, or fixture so installed shall be and remain the property of the Subtenant, which the Subtenant may remove at the expiration or early cancellation of this Sublease, provided that in such removal the Subtenant shall repair any and all damage caused to the Premises, in a good and workman-like manner. The Subtenant shall not remove any fixtures, equipment, and/or additions which are normally considered in the real estate industry to be affixed to realty such as, but not limited to, electrical conduit and wiring, panel or circuit boxes, terminal boxes, central HVAC, duct work, and plumbing fixtures.

24. NOTICES

All notices by the Sublandlord or the Subtenant, to the other party, shall be delivered by either hand delivery, or email (so long as the intended recipient confirms receipt of the email), or by a nationally recognized courier, such as FedEx, or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage paid, and addressed to the party as follows:

To Subtenant: Internal Services Department
 111 N.W. First Street, Suite 2460
 Miami, Florida 33128
 Attention: Director

with a copy to: County Attorney's Office
 111 N.W. First Street, 28th Floor
 Miami, Florida 33128

To Sublandlord: Gardens and Storage, LLC.
696 NE 125 Street
North Miami, Florida 33161
Attention: Leasing Dept.

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served five (5) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle. If notice is sent by email, then notice is deemed delivered on the date that the recipient confirms receipt of the email message.

25. **SUBLANDLORD'S REPRESENTATIONS AND COVENANTS**

The Sublandlord hereby represents and covenants to Subtenant that:

- (a) It has full power and authority to enter into this Sublease and perform in accordance with its terms, conditions, and provisions and that the person signing this Sublease on behalf of the Sublandlord has the authority to bind the Sublandlord and to enter into this transaction, and the Sublandlord has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Sublease.
- (b) The Sublandlord is the tenant under the Ground Lease, and the Sublandlord will deliver the leasehold hereunder and exclusive possession of the Premises to the Subtenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by the Sublandlord, or otherwise, and subject only to the rights reserved herein to Sublandlord. Sublandlord agrees to provide Subtenant with any notice of default received by Sublandlord under the Ground Lease, and agrees to provide written notice to Subtenant of any occurrences under the Ground Lease which may impact its tenancy under this Sublease.
- (c) The Sublandlord will keep the Premises, and the Building, free and clear of any and all liens on account of any construction, repair, alternation, improvements, and/or taxes. The Sublandlord shall keep any and all rental payments under the Ground Lease current.
- (d) The Sublandlord represents and covenants as of the commencement of this Sublease, the Premises will not be in violation of any federal, state, county, and municipal laws regulations, including, but not limited to any building code, environmental regulation, or other government ordinance or law. The Sublandlord further represents and covenants that it has not received any notice of any such violation.
- (e) The Sublandlord hereby represents and covenants that the Premises now conforms to, or that prior to Subtenant's occupancy in the Premises, that the Premises shall, at the Sublandlord's sole cost and expense, be brought into conformance with the requirements of Section 553.501, et seq., Florida Statutes, regarding "Florida Americans with Disabilities Accessibility Implementation Act," providing requirements for the physically handicapped.

- (f) The Sublandlord hereby grants the Subtenant an easement for ingress/egress, access, parking, and for driveway purposes, for the Premises.
- (g) The Sublandlord represents and covenants that there are no vermin, termites, insects, or pests of any kind or nature within the Premises, and/or in the Building. Should the Subtenant find evidence of anything to the contrary, the Sublandlord shall immediately rectify the situation by employing a pest exterminator.

26. **SUBTENANT'S REPRESENTATIONS AND COVENANTS**

Subtenant hereby represents and covenants to the Sublandlord the following:

Subtenant hereby represents and covenants to Sublandlord that it has full power and authority to enter into this Sublease and perform in accordance with its terms, conditions and provisions and that the person signing this Sublease on behalf of the Subtenant has the authority to bind the Subtenant, and to enter into this transaction and Subtenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Sublease.

27. **FORCE MAJEURE**

In the event that the Subtenant or the Sublandlord shall be delayed, hindered in, or prevented from, the performance of any act or obligation required under this Sublease (expressly excluding monetary obligations) by reason of a strike, lockout, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, or another reason beyond their control, the prevented party shall provide notice to the other party, and the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

28. **RADON GAS**

Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building or structure in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas, and radon testing, may be obtained from the county health department.

29. **BUILDING RULES**

Subtenant will comply with the rules of the Building adopted and altered by the Sublandlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; and all changes to such rules will be sent by the Sublandlord to the Subtenant in writing at least thirty (30) days before implementation of such rules. Notwithstanding the foregoing, should any of the rules for the Building conflict with the terms and conditions of this Sublease, then this Sublease shall control.

30. **MISCELLANEOUS**

- A.) **Severability**. If any provisions of this Sublease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this

Sublease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

- B.) Captions. The article headings and captions of this Sublease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Sublease nor in any way affect this Sublease.
- C.) Relationship of Parties. This Sublease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or of any association between Sublandlord and Subtenant, the sole relationship between Sublandlord and Subtenant being that of sublandlord and subtenant, or lessor and lessee.
- D.) Recording. The parties acknowledge and agree that the Subtenant will file a copy of this Sublease with the Miami-Dade County Clerk of the Board.
- E.) Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Sublease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Sublease which has been drafted by counsel for both Sublandlord and Subtenant.
- F.) Entire Agreement. It is expressly understood and agreed that this Sublease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Sublease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Sublease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board, and signed by the County Mayor, or the County Mayor's designee.
- G.) Performance. As otherwise described in this Sublease, if there is a default with respect to any of the Sublandlord's covenants, warranties, obligations, or representations under this Sublease, and if the default continues more than thirty (30) days after notice in writing from Subtenant to Sublandlord specifying the default (provided the nature of said default cannot be reasonable cured within a thirty (30) day period), Subtenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the actual and reasonable cost thereof from the next accruing installment or installments of Rent payable hereunder until Subtenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the then highest lawful interest rate. If this Sublease terminates prior to Subtenant's receiving full reimbursement, the Sublandlord shall pay the un-reimbursed balance plus accrued interest to Subtenant on demand.
- H.) Successors and Assigns. The terms herein contained shall bind and insure to the benefit of Sublandlord, its successors and assigns, and to the Subtenant, its successors and assigns (including any subtenants or assignees as appropriate and applicable), except as may be otherwise provided herein.
- I.) Holidays. It is hereby agreed and declared that whenever the day on which a payment is due under the term of this Sublease, or the last day on which a response is due to a notice, or the last day of a cure period falls on a day which is a legal holiday in Miami-Dade County,

Florida, or on a Saturday or Sunday, and/or state or federal holidays, then such due date or cure period expiration date shall be postponed to the next following business day.

- J.) Days. Any mention in this Sublease of a period of days for performance, unless otherwise described herein, shall mean calendar days.
- K.) Waiver. Any waiver on behalf of any party shall be evidenced in writing. The Sublandlord or Subtenant's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Sublease on the part of the Sublandlord or Subtenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Sublease cannot be construed to waive or to lessen the right of the Sublandlord or Subtenant to insist upon the complete performance by the Sublandlord or the Subtenant of any term, covenant, condition, or agreement hereof, or to prevent the exercise of any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Sublease, or waiver of any breach of any term, condition, covenant, or agreement of this Sublease, or any leniency shown by the Sublandlord or the Subtenant in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Sublease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Sublease.
- L.) Subordination. This Sublease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trusts, now or hereafter placed on the Building, the Land, and/or the Premises, and to all renewals, modifications, and extensions thereof. Subtenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Sublease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by the Sublandlord or Sublandlord's lender, if any, Subtenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on the Sublandlord's form on or before (30) business days of such request, so long as such SNDA is in a form reasonably acceptable to Subtenant.
- M.) Exhibit and Schedules. Each and every exhibit and/or schedule referred to in this Sublease is incorporated herein by reference. The exhibits and schedules, even if not physically attached, shall still be treated as part of the Sublease.
- N.) No Offer. The presentation and execution of this Sublease by the Sublandlord shall be an offer which may be accepted by the Subtenant, and this Sublease only becomes valid, binding, and effective upon the execution and commencement of this Sublease by both the Sublandlord and the Subtenant. Further, neither the employees or agents of the Sublandlord nor the Subtenant have any authority to make or agree to make a Sublease or any other agreement or undertaking in connection herewith.
- N.) Time is of the Essence. Time is of the essence with regards to all of the terms, conditions, and covenants of this Sublease.
- O.) Venue, Conflict of Laws, and Jurisdiction. The parties hereby acknowledge and agree that venue shall be in Miami-Dade County, Florida. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Sublease.

P.) Brokers. The Sublandlord and Subtenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Sublease.

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[ONLY THE SIGNATURE PAGE REMAINS]

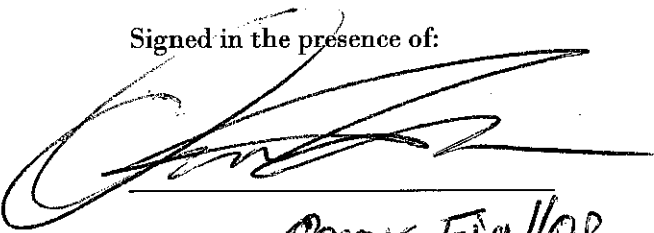
IN WITNESS WHEREOF, the Sublandlord has caused this Sublease to be executed by its duly authorized representative, and Subtenant has caused this sublease to be executed in its name by the County Mayor, as authorized by the Board of County Commissioners; all on the day and year first hereinabove written.

(OFFICIAL SEAL)

SUBLANDLORD

Gardens and Storage, LLC.,
A Florida limited liability company

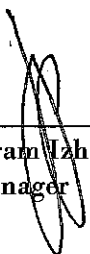
Signed in the presence of:



Print Name: Oscar Fiallos



Print Name: Jeannette Castillo

By: 
Yoram Izhak
Manager

(OFFICIAL SEAL)

SUBTENANT

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

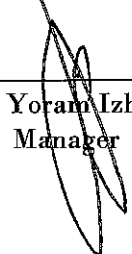
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Daniella Levine Cava
Mayor

Approved by the County Attorney as
to form and legal sufficiency: _____

Consent to this Sublease Agreement by Gardens and 27, LLC (Landlord):

By: 
Yoram Izhak
Manager

Date: 12/10/2020

EXHIBIT A
GROUND LEASE

GROUND LEASE

THIS GROUND LEASE (the "Ground Lease") is made and entered into as of the 23 day of December, 2019, (the "Effective Date") by and between **Gardens and 27, LLC**, a Florida limited liability company ("Landlord"), and **Gardens and Storage, LLC**, a Florida limited liability company ("Tenant").

NOW, THEREFORE, in consideration of the agreements, promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **EFFECTIVE DATE:** This Ground Lease shall be deemed fully executed on the last date all necessary signatures and/or initials of all parties have been obtained. The submission of this Ground Lease for examination does not constitute a reservation or option for the Demised Premises and this Ground Lease becomes effective as a binding agreement only upon Tenant's receipt of a Ground Lease fully executed by the Landlord.
2. **DEMISED PREMISES:** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms, covenants and agreements and subject to the conditions set forth herein, all of the premises located in Miami Gardens, Miami Dade County , State of Florida, containing approximately 2.18 acres of land (the "Demised Premises") and as more particularly described by the "Legal Description" set forth in **Exhibit "A"** attached hereto, together with any and all benefits, rights of way and easements benefiting the Demised Premises now existing and hereafter erected thereon or for the benefit thereof and all rights, privileges and appurtenances belonging thereto.
3. **TERM OF GROUND LEASE:** The term of this Ground Lease (the "Term") shall run from the Effective Date and shall run for a period of fifty (50) years from the Rent Commencement Date.
4. **INTENTIONALLY DELETED.**
5. **RENT COMMENCEMENT, RENT AND ADDITIONAL RENT:**
 - (a) **Rent Commencement:** Tenant shall commence to pay rent to the Landlord during the Term, in advance, on the first day of each and every month, beginning on the completion of

construction and stabilization of the proposed approximate 130,501 square foot self-storage facility (the "Rent Commencement Date"). The Rent Commencement Date shall be memorialized by a rent commencement letter to be issued by the Landlord and acknowledged by the Tenant.

(b) **Rent:** Tenant shall pay the following as "**Rent**" to Landlord during the Term, in advance, on the first day of each and every month, beginning on the Rent Commencement Date the sum of \$4,166.66 per month or \$50,000.00 annually. The Rent shall increase five percent (5%) on the fifth anniversary of the Rent Commencement Date and every five (5) years thereafter throughout the term of the Ground Lease and any extension terms. All Rent and other sums due and payable to Landlord hereunder shall be paid to the order of Landlord at such address as specified by Landlord.

(c) **Additional Rent:** Tenant shall pay for each of the following as "**Additional Rent**":

(1) All real estate and personal property taxes assessed solely against the Demised Premises which accrue during the Term or any Extension Period prior to delinquency provided Landlord obtains a separate tax folio for the Demised Premises. In the event Landlord is unable to obtain a separate folio number for the Demised Premises, Tenant shall pay its proportionate share of taxes assessed against all of Landlord's property.

Notwithstanding the above, all Taxes for any partial tax years within the Term shall be prorated as stated herein so that Tenant shall be obligated to pay only that portion for the period accruing after the Rent Commencement Date and prior to any termination or expiration of this Lease, and Tenant shall have no obligation with respect to Taxes occurring or accruing prior to the Rent Commencement Date or after the expiration or termination of this Lease. Tenant's percentage of the Taxes owed for first year of the Term shall be calculated by the number of days from the Rent Commencement Date that Tenant has paid Rent during the tax year in which the Rent Commencement Date occurs. Tenant's percentage of Taxes owed for the last year of the Term shall be calculated by the number of days to the expiration date that Tenant has paid Rent during the tax year in which the expiration date occurs.

Tenant shall have the right, at its sole cost, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of real estate Taxes assessed or levied upon the Demised Premises and the building and improvements located thereon. If required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to the extent reasonably required by Tenant. Landlord shall pay any transfer tax, documentary transfer tax and/or any other similar leasehold or excise tax under state law that may be associated with this Lease, if any.

(2) All government impositions which arise out of or in connection with the rental, operation, possession, occupancy or use of the Demised Premises by Tenant during the Term which are assessed by such body specifically against Tenant; provided that, Tenant's obligations with respect to Hazardous Substances (as defined herein) shall be limited as provided herein, and provided further that Tenant shall pay any transfer tax, documentary transfer tax and/or any other similar leasehold or excise tax under state law that may be associated with this Ground Lease, if any.

5.1 MAINTENANCE CHARGES: Tenant shall pay the cost of maintaining the Demised Premises. Tenant shall be obligated to maintain the Demised Premises for the period accruing after the Commencement Date and prior to the termination or expiration of this Lease, and Tenant shall have no obligation with respect to maintaining the Demised Premises occurring or accruing prior to the Commencement Date or after the expiration or termination of this Lease. Maintenance items shall include charges for only the following items: lighting of the parking areas, patching of potholes in the Parking Area, sweeping, and striping of the Parking Area, and repairs of the parking lights, light standards and entrance and exit signs.

6. TITLE AND QUIET POSSESSION: Landlord hereby covenants and represents to Tenant that Landlord has good, marketable, insurable and indefeasible fee simple title to the Demised Premises has the full right and lawful authority to make this Ground Lease.

Landlord warrants and represents that the Demised Premises are free and clear of and from any and all liens and security interests. So long as Tenant is not in monetary default hereunder, Tenant shall have quiet and peaceful possession and enjoyment of the Demised Premises and of all easements, rights and appurtenances belonging thereto.

7. CONSTRUCTION LIENS. The interest of the Landlord shall not be subject to liens for improvements made by the Tenant. The Tenant shall notify any and all contractors making any improvements to the premises of this provision herein. Tenant is advised that Florida Statute § 713.10 provides that the knowing or willful failure of the Tenant to provide such notice to the contractor shall render the contract between the Tenant and the contractor voidable at the option of the contractor. A notice pursuant to Florida Statute § 713.10 has or may be recorded by Landlord at any time and this Lease or a short form thereof may be recorded at any time by Landlord. Tenant shall indemnify and hold Landlord, Landlord's mortgagee and Landlord's Management Company

harmless from and against any such liens and costs, damages, charges and expenses, including but not limited to attorneys' fees incurred in connection with or with respect to any such lien.

8. **SIGNAGE:** Subject to the terms of this Ground Lease, Tenant may paint, erect or authorize the installation of building signs from time to time (which Tenant deems necessary) on any building which Tenant may erect upon the Demised Premises, provided such signs are in compliance with all applicable governmental laws and regulations.

9. **TENANT'S RIGHT TO MORTGAGE:** Tenant shall have the right to Mortgage its leasehold interest in the Demised Premises. Upon execution and recordation of any such Mortgage, Landlord shall be furnished with the address to which Tenant desires copies of notices to be mailed. Tenant shall require any Tenant's Mortgagee to notify Landlord of any material default on the part of Tenant under the terms and provisions of any such Mortgage. Landlord agrees to execute and return to Tenant any and all reasonable documentation requested by Tenant's Mortgagee. Upon the occurrence of any event of default by Tenant hereunder, Landlord shall give additional further notice of such event of default to Tenant's Mortgagees who shall have the right to cure such event of default.

10. **LANDLORD'S MORTGAGE FINANCING AND SUBORDINATION:** This Lease and all of Tenant's rights hereunder are and shall be subordinate to the present and any future mortgage (including any assignment of leases and rents) upon the Property, including renewals, extensions, modifications, replacements consolidations or substitutions of such present or future mortgages and all advances made or to be made thereunder, as well as to any existing ground lease, however, Tenant or Landlord shall, be entitled to request of the holder of any mortgage or Deed of Trust now hereafter placed upon the Landlord's interest in the Premises, to execute and deliver, immediately upon demand, such further instruments subordinating this Lease to the lien of any such mortgage or mortgages, in such form as reasonably supplied by Landlord's lender. In the event any tenant improvements are ongoing when and if Landlord may finance or refinance the Property and if Tenant has filed or caused to be filed a notice of commencement, Tenant shall forthwith, upon notice from Landlord, cause such notice of commencement to be terminated and take all steps necessary to obtain any affidavits and waivers of lien required to effectuate such termination.

11. **RIGHT TO BUILD:** Subject to the provisions of this Ground Lease and applicable law and with the prior approval of Landlord, Tenant shall, at its sole cost and expense erect on the Demised

Premises a building and all other improvements necessary and required for a self-storage facility, and may remove, reconstruct, improve, alter, or add to such building and improvements during the Term or any Extension Period. Tenant shall also have the right to do any and all required grading, drainage and pavement work on the Demised Premises. During the Term of this Ground Lease, title to all such improvements shall remain in Tenant alone and Tenant shall be entitled to claim all depreciation to any improvements constructed on the Demised Premises by Tenant. Upon the termination or expiration of this Ground Lease, title to all improvements which are abandoned by Tenant (except, without limitation, Tenant's trade fixtures, equipment, furnishings, merchandise and inventory any or all of which Tenant may remove at its sole option) shall vest in Landlord. Subject to applicable law, Tenant may paint, erect or authorize the installation of signs (which Tenant deems necessary) on the Demised Premises. Tenant shall, at its own expense, make any and all repairs, alterations and improvements deemed necessary by Tenant in compliance with all applicable laws.

12. **DEFAULT BY TENANT:** If Tenant shall default in the payment when due of Rent then Landlord shall forward written notice of such default to Tenant and Tenant's Mortgagees, and the failure of Tenant to cure such default within fifteen (15) days after the date of receipt of such notice shall at the option of Landlord be deemed a forfeiture of this Ground Lease; provided that, Landlord shall give the additional notice to any Tenant's Mortgagee as required under Section 12. If Tenant shall default in the performance of any other terms or provisions of this Ground Lease, and if Tenant shall fail to cure such default within thirty (30) days after receipt of written notice of such default, or if the default is of such a character as to require more than thirty (30) days to cure and if Tenant shall fail to use reasonable diligence in curing such default, then Landlord may cure such default for the account of and at the cost and expense of Tenant and the sums so expended by Landlord shall be deemed to be Additional Rent and on demand shall be paid by Tenant on the day when Rent shall next become due and payable. Notwithstanding anything contained herein to the contrary, in no event, however, shall any default under the terms of this Section 14(b) be the basis of a forfeiture of this Ground Lease or otherwise result in the eviction of Tenant or the termination of this Ground Lease unless and until Landlord has first obtained a summary process proceeding from a court of competent jurisdiction.

13. **RESPONSIBILITY OF LANDLORD:** If Landlord fails to pay any installment of taxes or assessments or any interest, principal, costs or other charges upon any Landlord Mortgage or other liens, security interests and encumbrances affecting the Demised Premises and/or the Entire Premises when any of the same become due, then Tenant, after the continuance of any such failure

or default for thirty (30) days after written notice thereof is given by Tenant to Landlord, may elect to pay said taxes, assessments, interest, principal, costs and other charges or cure such defaults on behalf of and at the expense of Landlord.

14. **INSURANCE:** Tenant shall, at Tenant's sole cost and expense, maintain commercial general liability insurance against claims occurring upon or within any building on the Demised Premises, such insurance to afford single limit protection of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, death or property damage. Said insurance may be in the form of a general coverage or floater policy covering these and other premises, provided that Landlord is named an additional insured in said policy. After the Commencement Date and upon written request of Landlord, Tenant shall deliver to Landlord a certificate of such insurance naming Landlord as an additional insured and an agreement by the insurer that said policy may not be canceled without ten (10) days prior written notice delivered to Landlord. Tenant shall be responsible, at its own expense to insure the buildings and all of its property located on the Demised Premises.

15. **WAIVER AND SUBROGATION:** Landlord and Tenant shall obtain from their respective insurers endorsements whereby the insurers agree to waive any right of subrogation against Landlord or Tenant, as the case may be, in connection with fire or other risks or casualties covered by said insurance. Tenant agrees that it shall make no claim nor authorize any claim to be made against Landlord, its employees, servants or agents in connection with any fire, explosion or other casualty damaging the Demised Premises.

16. **INDEMNITY:** During the Term of this Ground Lease the Demised Premises and any building on the Demised Premises shall be kept by Tenant in a clean, safe condition and in good repair at Tenant's sole cost and expense. Tenant shall indemnify, defend and hold Landlord harmless at all times from and against any loss, damage, penalty, cost, expense, judgments and decrees by reason of a Tenant default under the Lease or a violation of any law, ordinance or regulation by Tenant or its employees, agents and invitees, including, without limitation, Hazardous Substances as stated herein.

17. **HAZARDOUS SUBSTANCES:** As used herein, the term "Hazardous Substances" shall mean, without limitation, any substance that is biologically or chemically active or any hazardous, toxic, or dangerous waste, substance (including, but not limited to, asbestos, lead based paint, radon, PCBs or petroleum derivative substances), or material defined as such in (or for purposes of) (i) any

state, federal or local environmental laws, interpretive letters, regulations, decrees or ordinances, (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (iii) the Resource Conservation and Recovery Act, (iv) any of the so-called state or local "Super Fund", "Super Lien" or "Cleanup Lien" laws or (v) any other federal, state or local statute, law, ordinance, code, rule, interpretive letter, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any such substances or materials or any amendments or successor statutes with respect to any of the foregoing. Each party shall indemnify, save, defend, and hold the other harmless from and against any and all costs (including, without limitation, court costs and attorneys' fees), expenses, and damages arising out of any claim for any loss or damage to property, injuries to or death of persons, any contamination of or adverse effects on the environment or any violation of any environmental or other law, caused by or resulting from any hazardous waste, Hazardous Substance resulting from their operations on or emanating from their respective properties. This indemnification precedes, is concurrent with, and survives the expiration or termination of this Ground Lease in all respects.

18. **CONDEMNATION:** If the whole of the Demised Premises shall be taken or appropriated under any right of eminent domain or under any other legal right whereby the taking authority is obligated to compensate Landlord therefor, then Tenant may terminate and cancel this Ground Lease without owing any liability to Landlord to be effective as of the date on which the condemning authority takes physical possession upon giving to Landlord written notice of such election to terminate and cancel. Landlord agrees to give Tenant written notice after any notice of intended or actual taking or appropriation is received, providing to Tenant full details of such taking or appropriation, including, without limitation, copies of all condemnation plans or surveys submitted by the condemning authority and such other information as might be necessary to enable Tenant to determine its future course of conduct. If this Ground Lease shall be terminated and canceled as a result of any taking or appropriation, Tenant shall be released from any further liability and Rent and Additional Rent for the last month of Tenant's occupancy shall be prorated and Landlord shall refund to Tenant any sums paid in advance. At the time of such taking or appropriation, the amount of the award attributable to Tenant's improvements to the Demised Premises shall be payable to Tenant out of any award, subject and subordinate to the rights of any Tenant Mortgagee. Tenant's right to receive compensation for loss of business, moving or similar expenses, or damages for its fixtures and its personal property shall not be affected in any manner whatsoever by this provision of this Ground Lease. In addition, Landlord shall not agree to any award affecting the Demised Premises without the prior written consent of Tenant, which shall not be unreasonably withheld.

19. **BROKERAGE**: Each party represents that no brokers were involved with this Ground Lease. Each party shall indemnify, defend, save and hold harmless the other from and against any and all costs (including, without limitation, court costs and attorney fees), liability, claims of or demands by any real estate agents or brokers.

20. **LIENS**: Tenant will promptly remove and discharge, at its cost and expense, all mechanic's liens, or other liens, for labor performed or materials furnished with respect to the Demised Premises by or for Tenant.

21. **TRASH REMOVAL** Tenant shall store all Tenant's trash in a dumpster located on the Demised Premises and Tenant shall have Tenant's trash removed from the Demised Premises and Tenant's dumpster regularly, all at Tenant's cost.

22. **ASSIGNMENT**: Except for assignments or sublets to parents, affiliates or subsidiaries of Tenant or assignment or sublets to a bank, financial institution, insurance company or other lender which involves the financing of the Demised Premises by Tenant, including, without limitation, a mortgage or other transaction (all of the foregoing shall be deemed a "Permitted Assignment" and shall not require the consent of Landlord), Tenant may not assign this Ground Lease or sublet the Demised Premises or any part thereof without the prior written consent of Landlord, such consent not to be unreasonably withheld, delayed or conditioned. Notwithstanding any assignment, Tenant shall remain primarily liable for the performance of all the terms and conditions of this Ground Lease.

23. **REPRESENTATIONS**: The parties hereby covenant, warrant and represent to each other that:

- (a) Each party has the right, legal power and authority to enter into this Ground Lease.
- (b) All requisite individual, corporate, limited liability company or partnership actions or any other required action have been taken and satisfied by each party to authorize the execution and performance of this Ground Lease. No other proceedings or actions on the part of each party are necessary to authorize this Ground Lease or to carry out the transactions contemplated hereby. This Ground Lease constitutes the legal, valid and binding obligation of the parties enforceable against them in accordance with its terms.

(c) The individual(s) executing this Ground Lease, on behalf of each party have the full right, legal power and actual authority to bind the Landlord and Tenant to the terms and conditions hereof.

24. **USE:** For the purpose of this Ground Lease, Tenant's intended use of the Demised Premises is defined as construction of a self-storage facility and related improvements acceptable to Landlord and Tenant and for the operation of a self-storage facility and related lawful uses.

25. **PROTECTIVE COVENANT:** Landlord grants to Tenant easements of access across the parking areas and driveways of the Entire Premises, to provide continuous, uninterrupted access to, from and among the driveways of the Entire Premises and all streets adjacent to the Entire Premises and for parking purposes as long as this Ground Lease is in effect. Further, Landlord will formally enter into and grant said easements of access in favor of Tenant across the Entire Premises in order to insure Tenant's access to a public street. Landlord hereby grants and conveys to Tenant subsequent to the Effective Date and continuing throughout the Term (and any extensions thereof) an easement on the Entire Premises necessary to construct, reconstruct, repair, install, alter, maintain, inspect, use and operate Tenant's improvements on the Demised Premises.

26. **NOTICES:** All notices and demands required or permitted to be given or served pursuant to this Ground Lease shall be deemed to have been given or served only if in writing. Landlord, Tenant, any Mortgagee and any other person to whom any such notice, instrument or communication may be given, shall each have the right to specify, from time to time, as its address for purposes of this Ground Lease, any address in the 48 contiguous States of the United States of America upon giving fifteen (15) days' notice thereof to each other person then entitled to receive notices, instruments or communications hereunder.

27. **ESTOPPEL CERTIFICATES:** Landlord and Tenant shall, from time to time upon fifteen (15) days' request by the other (but not to exceed more than three (3) times in any given calendar year), execute, acknowledge and deliver a statement, dated currently, certifying that this Ground Lease is unmodified and in full, force and effect (or, if there have been modifications, that this Ground Lease is in full effect as modified, and identifying such modifications) and the dates to which the Rent and Additional Rent have been paid, and that, to the best of its knowledge, no default exists in the observance of this Ground Lease and no event of default has occurred and is continuing, or specifying each such default or event of default of which Landlord or Tenant may have knowledge, it being intended that any such statement may be relied upon by Landlord's or Tenant's Mortgagees,

any prospective purchaser of the interest of Landlord or Tenant in their respective premises described herein or any assignee of Tenant or Landlord.

28. TRANSFER OF TITLE: If there shall be any change in or transfer of title in or to the Demised Premises or any part thereof, Tenant shall continue to make all payments to Landlord, without owing any liability to any other party whatsoever, unless notified in writing by Landlord of such change in title which shall accompany satisfactory proof and given at least ten (10) days before the next such payment is due. Thereafter, Tenant shall submit such payment to the party properly entitled to receive it, without owing any liability to any other party. Landlord agrees to deliver to Tenant an agreement signed by any party or parties who may purchase or succeed to all or any part of Landlord's interest in the Demised Premises and/or the Entire Premises, which agreement shall formally recognize the obligations of such party or parties as purchasers from and successors to Landlord and the assumption by such party or parties of all of Landlord's obligations, responsibilities and duties hereunder.

29. GENERAL PROVISIONS:

(a) This Ground Lease (and the documents referred to herein) constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

(b) This Ground Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legatees, distributees, legal representatives, successors and assigns.

(c) This Ground Lease shall not be modified, amended or supplemented, in whole or part, without the prior written consent of the parties hereto. Each and every waiver of any covenant, representation, warranty or any other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

(d) If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

(e) The parties hereby agree that each party and its attorneys have reviewed and revised this Ground Lease and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Ground Lease and no other rule of strict construction shall be used against any party. All exhibits and schedules attached or to be attached hereto, and all other agreements and instruments referred to herein, are hereby incorporated herein by reference, as fully as if copied herein verbatim.

(f) This Ground Lease shall be governed by the internal laws of the State of Florida without regard to and excluding its principles of conflicts of laws.

(g) The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Ground Lease.

(h) Unless the context in which used clearly requires another construction, throughout this Ground Lease, the masculine gender shall be deemed to include the neuter or feminine or both, the neuter gender shall include the masculine or both, and the singular of terms shall include the plural and vice versa. The section headings are for convenience only and shall not affect the construction hereof.

(i) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(j) Time is of the essence in the performance of each parties' respective obligations.

(k) This Ground Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties.

(l) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

(m) All provisions of this Ground Lease shall be construed as covenants and agreements where used in each separate provision hereof and shall bind and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns and shall run with the land.

(n) If more than one person or entity is named as Landlord in this Ground Lease and executed the same as Landlord, then the word "Landlord" whenever used herein shall refer to all such persons or entities, and the liability of such persons or entities for compliance with or for the performance of all terms, conditions, covenants and provisions hereof shall be joint and several.

(o) All periods of time shall include Saturdays, Sundays and legal holidays; provided that, if the last day to perform any act or give notice falls on a Saturday, Sunday or legal holiday, then such act or notice shall be timely performed if given on the next succeeding business day.

(p) Any holding over by Tenant of the Demised Premises after the expiration or termination of this Ground Lease shall operate and be construed as a tenancy from month to month on all terms of this Ground Lease, terminable by either party upon thirty (30) days prior written notice to the other.

(q) There shall be no merger of this Ground Lease or of the leasehold estate hereby created by any other estate or interest in the Demised Premises or any portion thereof by reason of the fact that the same person may acquire or hold, directly or indirectly, (a) this Ground Lease or the leasehold estate hereby created or any interest in this Ground Lease or such leasehold estate, and (b) any such other estate or interest in the Demised Premises or any portion thereof, and this Ground Lease shall not be terminated for any cause or reason whatsoever except as expressly provided herein or unless mutually agreed upon by the parties.

(r) Upon request by Tenant, Landlord shall promptly furnish to Tenant Landlord's tax identification number(s) so that Tenant may report the payments made by Tenant to Landlord hereunder as required by applicable governmental authorities.

(s) Nothing contained in this Ground Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and no provision contained in this Ground Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

(t) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any specific article, section or subsection hereof. All exhibits and schedules attached or to be attached hereto, and all other agreements and

instruments referred to herein, are hereby incorporated by reference into this Agreement, as fully as if copied herein verbatim. The word "party" or "parties" means only those persons or entities who are signatories to this Agreement. The terms "include," "includes," "including," or words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Agreement means one or other or both, or any one or ones or all, of the items, entities or persons in connection with which the words are used.

(u) THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, ARISING FROM OR RELATING TO THE SUBJECT MATTER HEREOF. THE PARTIES HERETO WAIVE ANY RIGHT TO ANY PUNITIVE DAMAGES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SUCH DAMAGES.

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Signatures to follow

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease as of the day and year first above written.

Witnesses:

Lydia Novoa
LYDIA NOVOA
Y. J. P. S.
YILIAN SARRIENTE

TENANT:

Gardens and Storage, LLC,

By: [Signature]
Its: Yoram Izhak, UGR

Witnesses:

Lydia Novoa
LYDIA NOVOA
Y. J. P. S.
YILIAN SARRIENTE

LANDLORD:

Gardens and 27, LLC

By: [Signature]
Its: Yoram Izhak, UGR

EXHIBIT 'A'

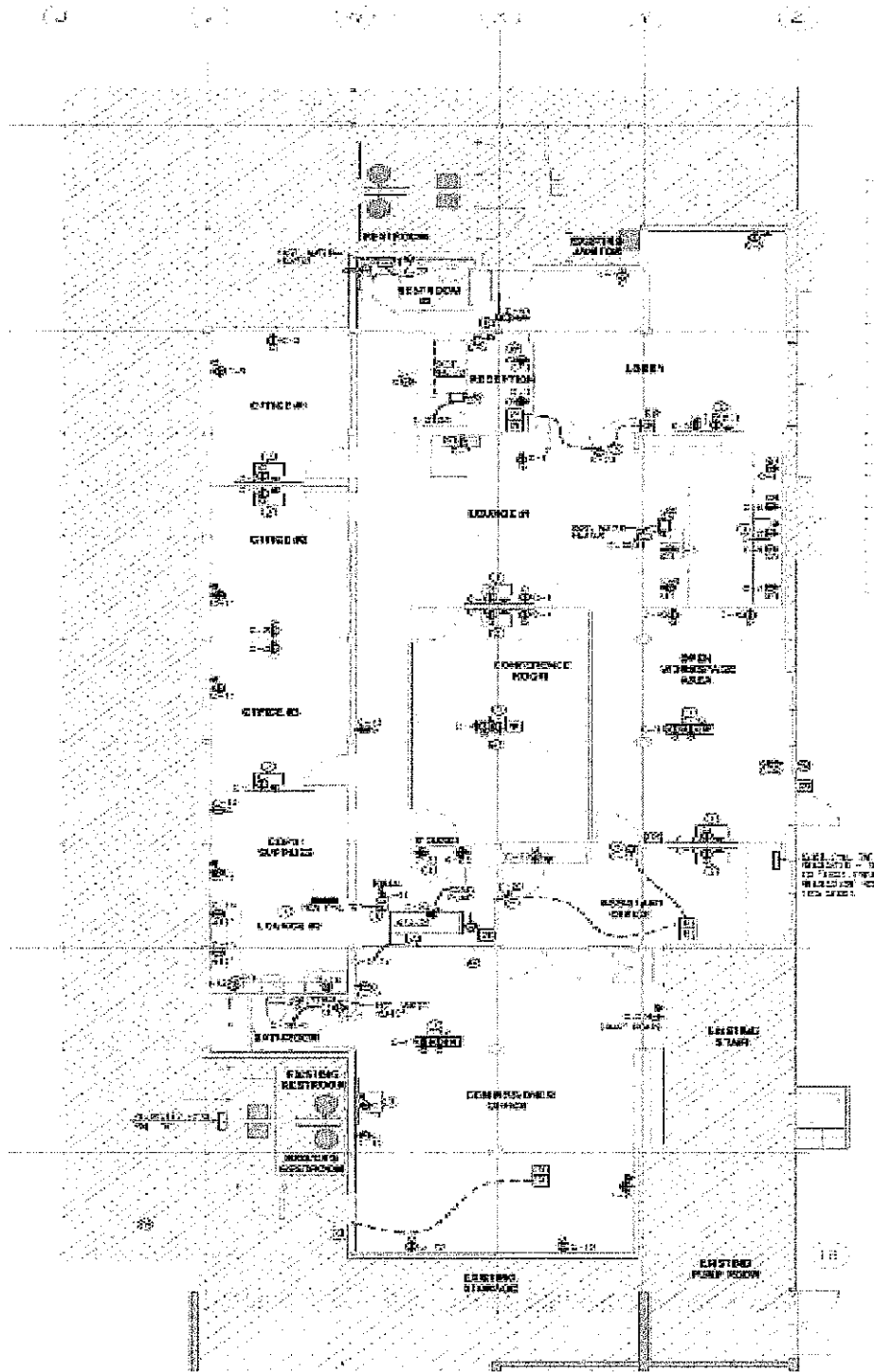
LEGAL DESCRIPTION

A portion of Tracts 28 and 29, in Section 9, Township 52 South, Range 41 East, "MIAMI GARDENS", according to the plat thereof as recorded in Plat Book 2, Page 96 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 9, Township 52 South, Range 41 East, of said MIAMI GARDENS, Dade County, Florida, thence run South 00°00'21" West along the East line of said Section 9 for a distance of 1,184.27 feet to a point; thence run North 89°47'49" West, for a distance of 50.00 feet; thence North 89°47'49" West, for 1,045.00 feet; to the Point of Beginning; thence North 89°47'49" West, for 280.00 feet; thence North 00°00'21" East for 335.00 feet; thence South 89°47'49" East, for 280.00 feet; thence run South 00°00'21" West for 335.00 feet to the Point of Beginning.

TOGETHER WITH the non-exclusive easements for ingress and egress granted and described in that certain Ground Lease dated December ____, 2019 by and between GARDENS AND STORAGE, LLC, a Florida limited liability company, as Tenant and GARDENS AND 27, LLC, a Florida limited liability company, as Landlord (the "Lease") for the term of the Lease, subject to the terms and provisions contained in the aforementioned Lease.

**EXHIBIT B
THE PREMISES**



1 PROPOSED GROUND FLOOR ELECTRICAL PLAN
SHEET 1107

FINISH SCHEDULE	
SYMBOL	DESCRIPTION
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LOW VOLTAGE SYSTEMS NOTES	
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SCHED. FIN. "W" RELOCATION	
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ROUGH FINISH SCHEDULE					
STAIRS	ROOM	FLOOR	WALL FINISH	CEILING	SP. FIN.
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FINISH TAGS					
SYMBOL	INTERNAL	WINDING	ROUGH FINISH	TYPE	THICKNESS
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KEYNOTE LEGEND	
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EXHIBIT C
INDOOR AIR QUALITY SAFE PRACTICES

It is the general policy of the Miami-Dade County, Internal Services Department, that landlords provide the tenants of a lease facility with a healthy working environment (the same standard holds true for sublandlords). The Sublandlord is responsible for the indoor air quality within the building and the Premises. As a result, the Sublandlord acknowledges and agrees to the following:

Controlling indoor air quality involves integrating three (3) main strategies:

1. Manage the sources of pollutants either by removing them from the building or isolating them from people through physical barriers, air pressure relationships, or by controlling the timing of their use.
2. Dilute pollutants and remove them from the building through ventilation.
3. Use filtration to clean the air of pollutants.

One important goal of an indoor air quality program is to minimize people's exposure to pollutants from these sources. Maintaining good indoor air quality requires attention to the building's heating, ventilation, and air conditioning (HVAC) system; the design and layout of the space; and pollutant source management.

Because of the HVAC system's importance, good indoor air quality management includes attention to:

- **Ventilation system design.** The air delivery capacity of an HVAC system is based in part on the projected number of people and amount of equipment in a building. The delivery of sufficient quantities of outdoor air to a building's occupied spaces can be considered the most important requirement for achieving good IAQ.
- **Outside air supply.** Adequate supply of outside air, typically delivered through the HVAC system, is necessary in any office environment.
- **Outdoor air quality.** When present, outdoor air pollutants such as carbon monoxide, pollen, and dust may affect indoor conditions when outside air is taken into the building's ventilation system.
- **Space planning.** The use and placement of furniture and equipment may affect the delivery of air to an occupied space.
- **Equipment maintenance.** Diligent maintenance of HVAC equipment is essential for the adequate delivery and quality of building air.
- **Controlling other pollutant pathways.** Pollutants can spread throughout a building by moving through stairwells, elevator shafts, wall spaces, and utility chases.

Prior to the Subtenant's occupancy in the Premises

Testing may be performed by a qualified registered professional engineer or certified industrial hygienist to confirm that the ventilation system, in its minimum outdoor air setting, is delivering the quantities of outdoor air to the Premises, as the space and size are described in the Sublease Agreement. Either the Sublandlord or the Subtenant may elect to hire the qualified registered professional engineer or certified industrial hygienist to perform the testing. If performed by the Sublandlord, a validated report detailing the measurement and verification of air volume testing, adjusting and balancing shall be provided to the Subtenant, without any cost to the Subtenant.

During the installation of materials (in either the Subtenant's space or areas served by the Subtenant's HVAC system), if the materials have the potential to emit Volatile Organic Compound (VOC) (including carpets, adhesives, caulks, sealants, paints, insulations and office work station partitions), the HVAC system shall be operated with no recirculation or air (weather permitting). Noticeably, materials

with no VOC will not result in any additional requirements. In the event that materials having, or potentially emitting, a VOC must be utilized, then the Premises shall be properly ventilated by either one hundred (100) percent outside air, or by using only the supply air fans and ducts; and any exhaust is to be provided through windows (if operable) or doors. This approach, the parties agree, reduces contamination of return air ducts, plenums, and insulation materials. Consideration shall be given to the use of exhaust fans to pull exhaust air from deep interior locations. Stair towers and other paths to the exterior are useful for exhausting air from the building during temporary ventilation. Any temporary systems must comply with applicable life and safety codes. This construction related ventilation shall be operated for 24 hours a day and shall persist for one (1) week after the installation of the carpets or other remodeling activity.

The Sublandlord is responsible for operating the building HVAC systems so that the occupied areas of the building are maintained at a slight positive pressure typically (0.01-0.05 of water column) with respect to the outdoors.

The space provided for the Subtenant has been designed to meet the ASHRAE Std. 62.1-2016 as well as the Florida Building Code. If Subtenant needs exceed the office HVAC design capacities, it is the responsibility of the Subtenant to notify the Sublandlord such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation capacity if needed shall be the sole responsibility of the Subtenant.

Installation of large or high use photocopying machines, kitchen/vending equipment, or several large computer work stations will exceed the HVAC design capacity and may necessitate the installation of a direct coupled exhaust or additional cooling capacity. If the Subtenant needs exceed the office HVAC design capacities, it is the responsibility of the Subtenant to notify the Sublandlord such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation (exhaust) capacity if needed shall be the sole responsibility of the Subtenant.

The operative temperature is recommended to range in which, theoretically, at least ninety (90%) percent of occupants wearing light clothing during primarily sedentary activity will find the environment thermally acceptable is between 67.5 to 80 degrees Fahrenheit according to the American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE). The relative humidity is recommended to be below sixty (60%) percent level by the OSHA IAQ Technical Manual and NIOSH to prevent the growth of mold/mildew. According with ASHRAE recommended acceptable Carbon Dioxide levels range of below 1000 ppm and Carbon Monoxide levels within acceptable limits of below 10 ppm for occupant comfort.

Suggested Ranges of Temperature and Relative Humidity During Summer and Winter		
<i>(Assumes typical summer and winter clothing at light/sedentary activity levels)</i>		
Relative Humidity	Winter Temperature	Summer Temperature
30%	68.5°F-75.5°F	74.0°F-80.0°F
40%	68.0°F-75.0°F	73.5°F-80.0°F
50%	68.0°F-74.5°F	73.0°F-79.0°F
60%	67.5°F-74.0°F	73.0°F-78.5°F

Indoor Air Quality Program

This Indoor Air Quality Program should include but not limited to:

1. **Designee:** There shall be an assigned Indoor Air Quality Program (IAQP) coordinator qualified by appropriate training and experience that is equal with the complexity of the program to administer or oversee the program and conduct the required evaluations of the program effectiveness. Such IAQP coordinator will, at least at intervals of every two (2) years, have a reputable vendor perform indoor air quality testing in the Premises to ascertain the level and condition of the indoor air. Alternatively, the Subtenant, at its sole cost and expense, may regularly, or on an as needed basis, have a reputable vendor perform indoor air quality testing in the Premises to ascertain the level and condition of the indoor air.
1. **Building Profile:** The Sublandlord, when requested by the Subtenant (which request may not be more than every two (2) years) and/or its vendor, shall provide any and all information regarding the building profile, which is necessary for a basic understanding of the building HVAC system(s) and which is necessary to set the foundation for the operations and maintenance of the indoor air.
2. **Operating Procedures:** The Sublandlord shall perform the daily operating and management of the building systems which directly affect the indoor air quality.
3. **Maintenance Procedures:** The Sublandlord shall have and maintain a preventive maintenance schedule for the building system components (excluding any equipment, furniture and fixtures which are the personal property of the Subtenant) that control and/or impact the indoor air quality.
4. **Audits:** The Subtenant may, at its sole cost and expense, perform audits of the Premises, and specifically for the HVAC system and other systems and/or equipment that impact the indoor air quality. Should the audit determine that an adjustment needs to be made to the existing equipment and/or another action performed to improve the indoor air quality within the Premises, the Sublandlord shall, at its sole cost and expense, immediately undertake such action or improvement to improve the indoor air quality.
5. **Recordkeeping:** The Sublandlord shall record all Subtenant complaints of building-related illnesses, which relate to, or may have been possibly impacted by, the indoor air quality in the building. These records are necessary to expedite review and evaluation of the system and to support implementation and operation of an adequate environmental air quality program. Whenever possible, the Sublandlord hereby agrees to use an Environmental Air Quality Complaint Form to record the illnesses and indoor air quality issues.

ASHRAE, EPA and OSHA standards are updated on a regular basis, therefore, the Sublandlord should always follow the latest approved standards.

ASHRAE standards establish consensus for test methods and performance criteria. These include voluntary consensus standards for Method of Measurement or Test, Standard Design and Standard Practice. Consensus standards define minimum values or acceptable performance. ASHRAE is accredited by the American National Standards Institute (ANSI) and follows ANSI's requirements for due process and standards development.